



U.S. ENVIRONEMNTAL PROTECTION AGENCY (EPA)

Document and Data Management Support (DDMS) for
Office of Chemical Safety and Pollution Prevention (OCSP)

ORDERING ACTIVITY

Office of Acquisition Management (OAM)
Headquarters Procurement Operations Division (HPOD)
Program Contract Service Center (PCSC)

REQUEST FOR QUOTATION (RFQ)

68HE0H18Q0027

Original RFQ Issuance Date: May 9, 2018
Federal Acquisition Regulations (FAR) FAC Number/Effective Date: 2005-97/01-24-2018

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This Request for Quotation (RFQ) is being issued by the Environmental Protection Agency (EPA) with the intent to award a General Services Administration (GSA) Schedule task order. The terms and conditions of the Vendors' GSA Federal Supply Schedules (FSS) Contract [*to be inserted at the time of task order award*] apply to this task order, as appropriate, unless indicated otherwise herein. The terms "quote" and "quotation" are used interchangeably. The terms "FSS" and "Schedule" are used interchangeably. The term "performance period" means and includes all periods (base period and any option periods) as well as the award term also referred to as an "award term period" and "award term incentive."

The place of performance for on-site contractors is U.S. Environmental Protection Agency (EPA), Office of Pesticide Programs, One Potomac Yard South, 2777 South Crystal Drive, Arlington, VA 22202

1. Type of Contract (FAR 52.216-1)

The Government contemplates award of a firm-fixed-price (FFP) task order (TO) resulting from this solicitation/RFQ.

2. Anticipated Award Date

For quote preparation purposes, Vendors may assume an effective start date is approximately June 1, 2018.

3. Technical Questions

Vendors shall submit all technical questions concerning this solicitation in writing to the Agency via email to the Contracting Officer: Jessica Wilson, at wilson.jessica@epa.gov by 5pm ET, Thursday May 10, 2018. Questions (in response to the solicitation) received via telephone will **NOT** be accepted or answered. Answers to vendor questions will be provided as a formal amendment to the RFQ. Please note the EPA will not reference the source of the questions.

4. Submission Instructions and Requirements

Vendors shall comply with the following instructions for preparing a Quote. Failure to do so may result in the Vendors' quote being considered non-compliant with the terms and conditions of their GSA Schedule Contract and/or this RFQ. Quotes deemed non-compliant will not be eligible for award.

5. General Requirements

This procurement is being conducted pursuant to Federal Acquisition Regulation (FAR) Subpart 8.4 – Federal Supply Schedules (this includes FAR Subpart 8.402(f)) and Part 12 – Acquisition of Commercial Items. Additional FAR parts may apply, as applicable. Additionally, in accordance with FAR 52.219-6, Notice of Total Small Business Set-Aside, this procurement is being reserved exclusively for small businesses. The North American Industry Code System (NAICS) code for this procurement is 518210 Data Processing, Hosting and Related Services with a size standard of \$32.5 million. For this RFQ, the Government will rely on the list of small business Schedule contractors made available under FSS 70 General Purpose Commercial Information Technology Equipment, Software, and Services in conjunction with the "Small Business" that is designated by GSA's website under each Vendor's socio-economic status when determining an eligible small business contractor/quote submission.

These instructions are provided for the development of a clear, concise, and coherent quote. Vendors are

required to prepare a quote which is specific and sufficiently detailed to allow a complete evaluation of your method for satisfying the requirements set forth in the Performance Work Statement (PWS).

In addition to the requirements described throughout this RFQ, Vendors shall comply with FAR 52.212-1 Instructions to Offerors-Commercial Items (JAN 2017). The technical evaluation criteria can be found in Section 13. Evaluation Methodology.

This requirement will accept a teaming solution such as a Contractor Team Agreement (CTA).

NOTICE: Vendors responding to this RFQ shall hold a current and valid GSA Schedule Contract under GSA Federal Supply Schedule 70 General Purpose Commercial Information Technology Equipment, Software, and Services.

6. Organization.

Vendors are required to supply all information in the sequence and format specified below and in the respective sections of the RFQ herein. Vendors shall submit quotes in three (3) separate electronic volumes as indicated below:

VOLUME I: TECHNICAL QUOTE

- Cover Page/Table of Contents

- Section 1 – Staffing Approach

 - Subsection 1.1 – GSA Labor Category Descriptions/Definitions

- Section 2 – Technical Approach and Corporate Experience

VOLUME II: PRICE QUOTE

- Cover Page/Table of Contents

- Section 1 – General Information

- Section 2 – Labor Mix

 - Subsection 2.1 Labor Rate Discounts

 - Subsection 2.2 Fixed Rates for Services

- Section 3 – Pricing

 - Subsection 3.1 Labor Costs

 - Subsection 3.2 Summary and Itemized Pricing

VOLUME III: RESPONSIBILITY MATTERS

- Cover Page/Table of Contents

- Section 1 – Conflict of Interest Requirements

- Section 2 – Representations and Certifications

- Section 3 – Quality Management Plan (QMP)

- Section 4 – Contractor Team Arrangement (CTA) (if applicable/proposed)

Vendors' quotes must provide sufficient basis for a thorough evaluation. Each volume of the quote shall be contained and submitted in separate attachments. Within each volume, the sections and subsections shall be clearly labeled. Each of the sections in Volume I are linked to the corresponding evaluation criteria detailed in the Section 13. Evaluation Methodology of this RFQ.

7. Charts

Vendors are encouraged to use, whenever appropriate, quantitative and graphical methods to portray facts, wherever possible, through the charts, lists, matrices, diagrams, tabulations, etc. All wording in

charts shall be no smaller than 10-point font. The font style shall be limited to Times New Roman, Arial, or Calibri.

8. Limitations and Instructions

Volume I: Technical Quote shall not exceed 20 single-sided pages in length, excluding: Cover Page, Table of Contents, Resume, Commitment Letter, and Subsection 1.1 – GSA Labor Category Descriptions/Definitions. Each resume shall not exceed 2 single-sided pages in length. The Government will not read or evaluate any pages submitted that exceed the stated page limitations. There is no page limitation on Volume II: Price Quote or Volume III: Responsibility Matters. Volume I: Technical Quote and Volume III: Responsibility Matters shall be submitted in searchable .pdf format. Pricing calculations submitted with Volume II: Price Quote shall be submitted in Microsoft Excel. All formulas must be intact and all cells unlocked. All other information to be submitted with Volume II: Price Quote shall be submitted in searchable .pdf format. The Microsoft Excel file for Volume II: Price Quote shall confirm to the format requirements herein (e.g. font style/size, margins, etc.).

Page numbers shall be included within the margins and have no less than a 1" margin from the page edges.

All volumes of Vendors' quotes shall be written so as not to exceed 8.5" x 11" sized pages when printed. Fold-out pages are not permitted.

All text contained in any volume of Vendors' quotes must not be smaller than 10-point font. The font style shall be limited to Times New Roman, Arial, or Calibri.

No hyperlinks are permitted and the content of the hyperlink will not be examined or evaluated.

9. Due Date and Method of Submission

Vendors shall submit their complete written virus free quotes by 10:00 a.m. ET on May 16, 2018 via email to the Contracting Officer at wilson.jessica@epa.gov. Written quotes delivered by any other means other than via email to the designated email herein will not be accepted or evaluated. Submissions of the written quote after the due date and time indicated in this RFQ will not be accepted or evaluated.

10. Technical Quote Instructions

A. Technical Quote

Vendors shall submit one written (1) electronic copy of the Technical Quote in its own volume/attachment, Volume I, (not including the Volume II - Price Quote or Volume III - Responsibility Matters) in response to the Evaluation Methodology set forth in Section 13. Omit all price or cost details from the Technical Quote.

The written Technical Quote shall contain a Table of Contents with page numbers. The Technical Quote shall contain the following sections, which shall each stand alone on its own merits without reference to any other section:

Cover Page / Table of Contents: In this section, the Vendor shall include a cover page containing the following information:

- RFQ number;

- Title of procurement;
- Name, address, and corporate telephone numbers of the Vendor;
- Name, address, telephone number, and email of the individual to be contacted regarding the Technical Quote, if necessary;
- Vendor's Data Universal Numbering System (DUNS) number; and
- GSA FSS contract number(s) (if proposing a CTA, provide each CTA member's GSA FSS contract number)

The Table of Contents must include and identify, at a minimum, the major sections and subsections indicated in Section 6. Organization for Volume I – Technical Quote and include page numbering for each section and subsection.

Section 1 – Staffing Approach

The information contained in this Section 1 and Subsection 1.1 of the quote will be evaluated under Technical Criterion 1: Staffing Approach. There are no sub-criteria.

The Vendors shall demonstrate their staffing approach in the form of a staffing plan. The staffing plan shall include a resume for the required key personnel that is proposed. Vendors shall identify all proposed Key Personnel (see clause EPAAR 1552.237-72 Key Personnel) in their quotes by name, proposed GSA labor category, and company. The resume shall include examples of previous work similar in nature (scope and complexity) to the Performance Work Statement (PWS). Key personnel's resume shall demonstrate examples of performing similar roles to that proposed. If key personnel are not presently employed by the company, the Vendors shall include a commitment letter. Vendors shall demonstrate that the proposed GSA labor category (labor mix) have the requisite minimum experience and minimum education as demonstrated in the quotes' GSA labor category descriptions/definitions for each proposed GSA labor category.

Subsection 1.1 – GSA Labor Category Descriptions/Definitions

Vendors shall submit its GSA labor category descriptions/definitions for each proposed labor category under Section 1 – Staffing Approach (located under Section 10A of the RFQ) as a part of demonstrating the requisite minimum experience and minimum education of the proposed labor category. This subsection will be incorporated into the resulting task order as Attachment 4.

Section 2 – Technical Approach and Corporate Experience

The information contained in this Section 2 of the quote will be evaluated under Technical Criterion 2: Technical Approach and Corporate Experience. There are no sub-criteria.

Vendors shall demonstrate the vendor's ability to perform all tasks (including option CLINs) listed in the PWS. Vendors shall demonstrate its (prime, subcontractors, CTA only) corporate experience in performing all PWS task including its experience with the statutory/regulatory requirements of the PWS, e.g. Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), Food Quality Protection Act of 1996, (FQPA), the Pesticide Registration Improvement Act (PRIA), etc. Vendors shall provide a description of the project(s). that demonstrates the proposed vendor's corporate experience that is comparable in scope and is relevant (within the last 5 years) to that of the PWS.

11. Price Quote Instructions

Vendors shall submit one (1) electronic copy of the Price Quote. The Price Quote shall be submitted in its own volume/attachment, Volume II, (not included with the Technical Quote or Responsibility Matters) in response to the Evaluation Methodology set forth in Section 13.

It is the Vendor's responsibility to clearly convey its proposed intent. The proposed items (labor costs) shall match how the item is listed in the Schedule(s) so that the Contracting Officer can confirm compliance with the Multiple Award Schedule (MAS) program requirements and the requirements of FAR Subpart 8.402(f)(3) for proposed open market items to be clearly labeled on the resulting order as items not on the FSS. Exchanges such as clarifications with the Vendor will not be used to resolve any discrepancies regarding proposed items (e.g., labor) that do not match the labelling of the item as used in the proposed Schedule. Failure to follow comply may result in a non-compliant quote and/or adversely affect the evaluation.

Vendors shall clearly identify any proposed items (e.g., labor) not on the Vendors' GSA schedule contracts as "Open Market Items". Quotes with proposed Open Market Items, when the open market items are combined for all periods and the award term (inclusive of the option CLINs per performance period), that exceed the micro-purchase threshold of \$3,500.00 will be ineligible for award

Cover Page/Table of Contents: In this section, the Vendor shall include a cover page containing the following information:

- RFQ number;
- Title of procurement;
- Name, address, and corporate telephone numbers of the Vendor;
- Name, address, telephone number, and email of the individual to be contacted regarding the Price Quote, if necessary;
- Vendor's DUNS number;
- GSA FSS contract number(s) (if proposing a CTA, provide each CTA member's GSA FSS contract number);
- Socioeconomic status of Vendor;
- Quote validity expiration date; and
- Total dollar value of the Price Quote for the entire scope of work.

The Table of Contents shall include and identify, at a minimum, the major sections and subsections indicated in Section 6. Organization for Volume II – Price Quote and include page numbering for each section and subsection.

Section 1 - General Information

The Price Quote shall include the following general information:

- Company information including for all proposed CTA members (i.e., name, address, phone, email)
- DUNS and Tax Identification Number (TIN)
- Socioeconomic status (as established by the GSA Schedule CO)
- Point of contact (i.e., name, title, phone, email address)
- Any assumptions and conditions on which the Price Quote is based

- Expiration date of quote. EPA requests Vendors submit quotes which are good for 90 calendar days from the date quotes are due.
- Total Proposed Price (Refer to Subsection 3.2 Summary and Itemized Pricing)

It is the Vendor's sole responsibility to present the information and propose in strict accordance with this RFQ.

Section 2 – Labor Mix. Vendors shall identify the proposed labor mix to accomplish the full potential of services required under the resulting Task Order for each performance period (i.e. Base Period, Option Periods 1, 2, and 3, award term period) and option contract line item number (CLIN). The instructions for identifying the proposed labor mix is contained in subsections 2.1 Labor Rate Discounts and 2.2 Fixed Rates for Services.

The information proposed in subsections 2.1 Labor Rate Discounts and 2.2 Fixed Rates for Services will be used to confirm that all labor categories and labor rates are on Schedule at or below the published GSA rates unless otherwise marked as an open market item as well as to confirm where discounts are proposed. The proposed Fixed Hourly Rates (labor rates) will not be incorporated into the resulting Task Order. The proposed Fixed Hourly Rates shall be used to compute the total FFP for each CLIN, including the option CLINs, and ultimately the total price of the resulting FFP Task Order.

Subsection 2.1 Labor Rate Discounts. Vendors shall identify the proposed labor mix to accomplish the full potential of services required under the resulting Task Order for each performance period including the option CLINs per performance period to include: the appropriate Proposed GSA Schedule Labor Category, Schedule Number & SIN (special item number), GSA Schedule Labor Rate, percentage or dollar discount from the GSA Schedule Labor Rate indicated as Discount, and discounted labor rate indicated as Fixed Hourly Rate. The fixed hourly rates are used to price out all CLINs as FFP CLINs. Vendors are permitted to add rows or other modifications as necessary to accommodate the Vendors' entire proposed labor mix and to comply with the RFQ. The Proposed GSA Schedule Labor Category shall be consistent with the labor categories identified in Section 1 – Staffing Approach (located under Section 10A of the RFQ), and Subsection 2.2 Fixed Rates for Services and Section 3 – Pricing (both located under Section 11 of the RFQ). The proposed Fixed Hourly Rate shall be consistent with the fixed hourly rates identified in Subsection 2.2 Fixed Rates for Services.

The Government is seeking discounts.

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BASE PERIOD (applicable to all CLINs)

Proposed GSA Schedule Labor Category	Schedule Number & SIN	GSA Schedule Labor Rate	Discount	Fixed Hourly Rate

OPTION PERIOD 1 (applicable to all CLINs)

Proposed GSA Schedule Labor Category	Schedule Number & SIN	GSA Schedule Labor Rate	Discount	Fixed Hourly Rate

OPTION PERIOD 2 (applicable to all CLINs)

Proposed GSA Schedule Labor Category	Schedule Number & SIN	GSA Schedule Labor Rate	Discount	Fixed Hourly Rate

OPTION PERIOD 3 (applicable to all CLINs)

Proposed GSA Schedule Labor Category	Schedule Number & SIN	GSA Schedule Labor Rate	Discount	Fixed Hourly Rate

AWARD TERM PERIOD (applicable to all CLINs)

Proposed GSA Schedule Labor Category	Schedule Number & SIN	GSA Schedule Labor Rate	Discount	Fixed Hourly Rate

Subsection 2.2 Fixed Rates for Services. Vendors shall identify the proposed fixed rates to accomplish the full potential of services required under the resulting Task Order for each performance period to include: the appropriate Proposed GSA Schedule Labor Category, Fixed Hourly Rate, applicability of the proposed labor category to Service Contract Labor Standards under FAR 52.222-41 (clause is located in the GSA FSS), and the physical Location (City, State, County) where the proposed labor category is anticipated to work in performance of the resulting Task Order. Vendors are permitted to add rows and other modifications as necessary to accommodate the Vendors' entire proposed labor mix and to comply with the RFQ. The Proposed GSA Schedule Labor Category must be consistent with the labor categories identified in Section 1 –Staffing Approach (located under Section 10A of the RFQ) and Subsection 2.1 Labor Rate Discounts and Section 3 – Pricing (both located under section 11 of the RFQ). The proposed Fixed Hourly Rate must be consistent with the fixed hourly rates identified in Subsection 2.1 Labor Rate Discounts. All Schedule labor categories shall clearly be identified as on-site labor categories if applicable.

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BASE PERIOD (applicable to all CLINs)

Proposed GSA Schedule Labor Category	Fixed Hourly Rate	Applicable to Service Contract Labor Standards (Y/N)	Location (City, State, County)

OPTION PERIOD 1 (applicable to all CLINs)

Proposed GSA Schedule Labor Category	Fixed Hourly Rate	Applicable to Service Contract Labor Standards (Y/N)	Location (City, State, County)

OPTION PERIOD 2 (applicable to all CLINs)

Proposed GSA Schedule Labor Category	Fixed Hourly Rate	Applicable to Service Contract Labor Standards (Y/N)	Location (City, State, County)

OPTION PERIOD 3 (applicable to all CLINs)

Proposed GSA Schedule Labor Category	Fixed Hourly Rate	Applicable to Service Contract Labor Standards (Y/N)	Location (City, State, County)

AWARD TERM PERIOD (applicable to all CLINs)

Proposed GSA Schedule Labor Category	Fixed Hourly Rate	Applicable to Service Contract Labor Standards (Y/N)	Location (City, State, County)

In this same section, for each Proposed GSA Schedule Labor Category where a Y (yes) was indicated in the corresponding Applicable to Service Contract Labor Standards (Y/N) column, provide the following additional information/answered question(s) so that the proper wage determination (WD) can be incorporated into the resulting Task Order as applicable:

- **QUESTION A:** Were these services previously performed at location provided in the Location (City, State, County) column under an SCA-Covered contract (Yes or No)?
- **QUESTION B:** If yes to question A above, then is the employee for the Proposed GSA Schedule Labor Category performing work subject to a Collective Bargaining Agreement (CBA) (Yes or No)?
- **QUESTION C:** If yes to question B above, then is the WD in the current contract based on a Collective Bargaining Agreement (CBA)? Yes or No. If yes, provide the valid WD number (e.g.

For pricing assumptions, this requirement has historically provided for on-site contractor support.

Section 3 – Pricing

The estimated number of hours* that may be ordered by contract line item number (CLIN) (i.e. performance period and option CLINs per performance period) under the Task Order is provided below.

Table A Estimated Labor Hours by Performance Period

CLIN	Performance Period	Estimated Labor Hours*
0001	Base Period	45,760
0002	Option Period 1	45,760
0003	Option Period 2	45,760
0004	Option Period 3	45,760
0005	Award Term Period	45,760
Total Hours	All Periods	228,800

Table B Estimated Labor Hours by Option CLIN per Performance Period

OPTION CLIN	Option CLINs per Performance Period	Estimated Labor Hours*
CLIN 1001 thru 1004	Base Period Option CLIN	7,280
CLIN 2001 thru 2004	Option Period 1 Option CLIN	7,280
CLIN 3001 thru 3004	Option Period 2 Option CLIN	7,280
CLIN 4001 thru 4004	Option Period 3 Option CLIN	7,280
CLIN 5001 thru 5004	Award Term Period Option CLIN	7,280
Total Hours	All Option CLINs	36,400

* Estimated labor hours are based on historical information for this requirement.

The Price Quote shall include the following pricing information:

In addition to the Project Manager, which is a required Key Personnel, Vendors are to identify the labor categories they propose to fulfill the requirements of the PWS in responding to this requirement. The Government's Estimated Labor Hours are provided above for pricing each CLIN (i.e. performance periods and option CLINs) and may allocate the total across the proposed labor categories within each by CLIN (i.e., performance periods and option CLINs) at the Vendors' discretion. Vendors are to propose labor hours for each proposed labor category. Pricing is permitted to deviate from the Government's Estimated Labor Hours for each respective CLIN as found in Tables A and B of Section 3 – Pricing when proposing a solution; however, Vendors shall explain the deviations (upward or downward deviations).

Vendors shall identify all proposed costs for each Task and Subtask by CLIN as instructed herein and to accomplish the full potential of services required under the resulting Task Order. Task 1: Project Management in the PWS is a task that is expected to be performed in conjunction with all the other task and subtask within the PWS. Therefore, Vendors shall incorporate the proposed costs and labor hours for Task 1 into pricing of the CLINs (task 2-4 and all subtasks) appropriately. There will not be a separately priced CLIN or itemized pricing for Task 1: Project Management. The instructions for identifying proposed costs are contained in Section 11 under Subsections 3.1 Labor Costs herein. Vendors shall provide pricing as instructed in Subsection 3.2 Summary and Itemized Pricing.

Table A Itemized Proposed Labor Hours per Performance Period

Per Performance Period	Proposed Labor Hours
Base Period Subtask 2A-K	
Base Period Subtask 3A-F	
Base Period Task 4	
Base Period CLIN 0001 Total Hours:	
Option Period 1 Subtask 2A-K	
Option Period 1 Subtask 3A-F	
Option Period 1 Task 4	
Option Period 1 CLIN 0002 Total Hours:	
Option Period 2 Subtask 2A-K	
Option Period 2 Subtask 3A-F	
Option Period 2 Task 4	
Option Period 2 CLIN 0003 Total Hours:	
Option Period 3 Subtask 2A-K	
Option Period 3 Subtask 3A-F	
Option Period 3 Task 4	
Option Period 3 CLIN 0004 Total Hours:	
Award Term Period Subtask 2A-K	
Award Term Period Subtask 3A-F	
Award Term Period Task 4	
Award Term Period CLIN 0005 Total Hours:	

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Table B Itemized Proposed Labor Hours per Option CLIN per Performance Period

Option CLIN	Option CLIN per Performance Period	Proposed Labor Hours
CLIN 1001	Base Period Option CLIN for Optional Subtask 2L	
CLIN 1002	Base Period Option CLIN for Optional Subtask 2M	
CLIN 1003	Base Period Option CLIN for Optional Subtask 2N	
CLIN 1004	Base Period Option CLIN for Optional Subtask 3G	
	Total Hours:	

CLIN 2001	Option Period 1 Option CLIN for Optional Subtask 2L	
CLIN 2002	Option Period 1 Option CLIN for Optional Subtask 2M	
CLIN 2003	Option Period 1 Option CLIN for Optional Subtask 2N	
CLIN 2004	Option Period 1 Option CLIN for Optional Subtask 3G	
	Total Hours:	

CLIN 3001	Option Period 2 Option CLIN for Optional Subtask 2L	
CLIN 3002	Option Period 2 Option CLIN for Optional Subtask 2M	
CLIN 3003	Option Period 2 Option CLIN for Optional Subtask 2N	
CLIN 3004	Option Period 2 Option CLIN for Optional Subtask 3G	
	Total Hours:	

CLIN 4001	Option Period 3 Option CLIN for Optional Subtask 2L	
CLIN 4002	Option Period 3 Option CLIN for Optional Subtask 2M	
CLIN 4003	Option Period 3 Option CLIN for Optional Subtask 2N	
CLIN 4004	Option Period 3 Option CLIN for Optional Subtask 3G	
	Total Hours:	

CLIN 5001	Award Term Period Option CLIN for Optional Subtask 2L	
CLIN 5002	Award Term Period Option CLIN for Optional Subtask 2M	
CLIN 5003	Award Term Period Option CLIN for Optional Subtask 2N	
CLIN 5004	Award Term Period Option CLIN for Optional Subtask 3G	
	Total Hours:	

Subsection 3.1 Labor Costs. Vendors shall identify all proposed labor costs for the PWS. Each Task and Subtask is described in the PWS. Labor costs shall be indicated by Proposed GSA Schedule Labor Category and provide the following: Proposed Labor Hours, Fixed Hourly Rate, Total # (number) of Staff members to which the proposed labor hours apply, and Total Labor Costs for each proposed labor category. The Proposed GSA Schedule Labor Category must be consistent with the labor categories identified in Section 1 –Staffing Approach (located under Section 10A) and Subsection 2.1 Labor Rate Discounts and Subsection 2.2 Fixed Rates for Services (both located under Section 11). The proposed Fixed Hourly Rate for each labor category must be consistent with the fixed hourly rates identified in Subsection 2.1 Labor Rate Discounts and Subsection 2.2 Fixed Rates for Services. The labor hours used to price the Labor Costs must be consistent with the Estimated Labor Hours provided in Section 3 – Pricing. All labor shall be identified as “prime”, “CTA member” or “subcontractor” with all subcontractor labor further identified by company name.

The Vendor shall map all non-Schedule subcontractors to their prime contractors’ Schedule or CTA member’s Schedule labor categories based on the satisfying the requirements of the GSA Labor Category Description/Definition (e.g. experience, minimum education, etc.) and must be consistent with Subsection 1.1 – GSA Labor Category Descriptions/Definitions (located under Section 10A).

Tables for pricing the option period CLINs labor costs:

BASE PERIOD (CLIN 0001)

Proposed GSA Schedule Labor Category	Proposed Labor Hours	Fixed Hourly Rate	Total # of Staff	Total Labor Costs
				\$
TOTALS:				\$

OPTION PERIOD 1 (CLIN 0002)

Proposed GSA Schedule Labor Category	Proposed Labor Hours	Fixed Hourly Rate	Total # of Staff	Total Labor Costs
				\$
TOTALS:				\$

OPTION PERIOD 2 (CLIN 0003)

Proposed GSA Schedule Labor Category	Proposed Labor Hours	Fixed Hourly Rate	Total # of Staff	Total Labor Costs
				\$
TOTALS:				\$

OPTION PERIOD 3 (CLIN 0004)

Proposed GSA Schedule Labor Category	Proposed Labor Hours	Fixed Hourly Rate	Total # of Staff	Total Labor Costs
				\$
TOTALS:	10,400			\$

AWARD TERM PERIOD (CLIN 0005)

Proposed GSA Schedule Labor Category	Proposed Labor Hours	Fixed Hourly Rate	Total # of Staff	Total Labor Costs
				\$
TOTALS:				\$

[NEXT PAGE]

Tables for pricing the option CLINs labor costs:

BASE PERIOD OPTION (CLINS 1001, 1002, 1003, & 1004)

Proposed GSA Schedule Labor Category	Proposed Labor Hours	Fixed Hourly Rate	Total # of Staff	Total Labor Costs
				\$
TOTALS:				\$

OPTION PERIOD 1 OPTION (CLINS 2001, 2002, 2003, & 2004)

Proposed GSA Schedule Labor Category	Proposed Labor Hours	Fixed Hourly Rate	Total # of Staff	Total Labor Costs
				\$
TOTALS:				\$

OPTION PERIOD 2 OPTION (CLINS 3001, 3002, 3003, & 3004)

Proposed GSA Schedule Labor Category	Proposed Labor Hours	Fixed Hourly Rate	Total # of Staff	Total Labor Costs
				\$
TOTALS:				\$

OPTION PERIOD 3 OPTION (CLINS 4001, 4002, 4003, & 4004)

Proposed GSA Schedule Labor Category	Proposed Labor Hours	Fixed Hourly Rate	Total # of Staff	Total Labor Costs
				\$
TOTALS:				\$

AWARD TERM PERIOD OPTION (CLINS 5001, 5002, 5003, & 5004)

Proposed GSA Schedule Labor Category	Proposed Labor Hours	Fixed Hourly Rate	Total # of Staff	Total Labor Costs
				\$
TOTALS:				\$

Subsection 3.2 Summary and Itemized Pricing. Vendors shall provide a total Proposed Price by CLIN (i.e. performance period including option CLINs), to include all labor costs proposed in Subsection 3.1 of Vendors' price quotes.

The proposed FFP CLINs shall be based on the fixed hourly rates identified in Subsection 2.1 Labor Rate Discounts and Subsection 2.2 Fixed Rates for Services.

Vendors shall calculate and propose a Total Proposed Price, comprised of the sum of the Proposed Price for each CLIN (inclusive of option CLINs) per Performance Period, to accomplish the full potential of service required under the resulting Task Order. The Total Proposed Price must be included on the Cover Page of the Price Quote as instructed in Section 1 – General Information (located under Section 11).

NOTE: Option CLINs are not optional to the Vendor and the Vendor shall propose and price all option CLINs.

In this section, Vendors shall include summary pricing based on the following tables (tables may be reformatted and/or new tables added to comply with the RFQ requirements):

Table A Summary Pricing (FFP)

CLIN	Performance Period	Proposed Price
0001	Base Period	\$
0002	Option Period 1	\$
0003	Option Period 2	\$
0004	Option Period 3	\$
0005	Award Term Period	\$
Total	All Periods	\$

OPTION CLIN	Option CLINs per Performance Period	Proposed Price
CLIN 1001 thru 1004	Base Period Option CLIN	\$
CLIN 2001 thru 2004	Option Period 1 Option CLIN	\$
CLIN 3001 thru 3004	Option Period 2 Option CLIN	\$
CLIN 4001 thru 4004	Option Period 3 Option CLIN	\$
CLIN 5001 thru 5004	Award Term Period Option CLIN	\$
Total Hours	All Option CLINs	\$

	TOTAL PROPOSED PRICE	\$
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Table B Itemized Pricing Table per Performance Period (FFP)

Per Performance Period	Proposed Price
Base Period Subtask 2A-K	\$
Base Period Subtask 3A-F	\$
Base Period Task 4	\$
Base Period CLIN 0001 Total Price:	\$

Option Period 1 Subtask 2A-K	\$
Option Period 1 Subtask 3A-F	\$
Option Period 1 Task 4	\$
Option Period 1 CLIN 0002 Total Price:	\$

Option Period 2 Subtask 2A-K	\$
Option Period 2 Subtask 3A-F	\$
Option Period 2 Task 4	\$
Option Period 2 CLIN 0003 Total Price:	\$

Option Period 3 Subtask 2A-K	\$
Option Period 3 Subtask 3A-F	\$
Option Period 3 Task 4	\$
Option Period 3 CLIN 0004 Total Price:	\$

Award Term Period Subtask 2A-K	\$
Award Term Period Subtask 3A-F	\$
Award Term Period Task 4	\$
Award Term Period CLIN 0005 Total Price:	\$

Table C Itemized Pricing Table per Option CLIN per Performance Period (FFP)

Option CLIN	Option CLIN per Performance Period	Proposed Price
CLIN 1001	Base Period Option CLIN for Optional Subtask 2L	\$
CLIN 1002	Base Period Option CLIN for Optional Subtask 2M	\$
CLIN 1003	Base Period Option CLIN for Optional Subtask 2N	\$
CLIN 1004	Base Period Option CLIN for Optional Subtask 3G	\$
	Base Period Option CLINs Total Price:	\$

CLIN 2001	Option Period 1 Option CLIN for Optional Subtask 2L	\$
CLIN 2002	Option Period 1 Option CLIN for Optional Subtask 2M	\$
CLIN 2003	Option Period 1 Option CLIN for Optional Subtask 2N	\$
CLIN 2004	Option Period 1 Option CLIN for Optional Subtask 3G	\$
	Option Period Option 1 CLINs Total Price:	\$

CLIN 3001	Option Period 2 Option CLIN for Optional Subtask 2L	\$
CLIN 3002	Option Period 2 Option CLIN for Optional Subtask 2M	\$
CLIN 3003	Option Period 2 Option CLIN for Optional Subtask 2N	\$
CLIN 3004	Option Period 2 Option CLIN for Optional Subtask 3G	\$
	Option Period Option 2 CLINs Total Price:	\$

CLIN 4001	Option Period 3 Option CLIN for Optional Subtask 2L	\$
CLIN 4002	Option Period 3 Option CLIN for Optional Subtask 2M	\$
CLIN 4003	Option Period 3 Option CLIN for Optional Subtask 2N	\$
CLIN 4004	Option Period 3 Option CLIN for Optional Subtask 3G	\$
	Option Period Option 3 CLINs Total Price:	\$

CLIN 5001	Award Term Period Option CLIN for Optional Subtask 2L	\$
CLIN 5002	Award Term Period Option CLIN for Optional Subtask 2M	\$
CLIN 5003	Award Term Period Option CLIN for Optional Subtask 2N	\$
CLIN 5004	Award Term Period Option CLIN for Optional Subtask 3G	\$
	Award Term Period CLINs Total Price:	\$

Table D Summary Pricing (FFP)

Period	Task 2 (A-K)	Subtask 2L Option CLIN	Subtask 2M Option CLIN	Subtask 2N Option CLIN	Task 3 (A-F)	Subtask 3G Option CLIN	Task 4	Total
Base Period	\$	\$	\$	\$	\$	\$	\$	\$
Option Period 1	\$	\$	\$	\$	\$	\$	\$	\$
Option Period 2	\$	\$	\$	\$	\$	\$	\$	\$
Option Period 3	\$	\$	\$	\$	\$	\$	\$	\$
Award Term Period	\$	\$	\$	\$	\$	\$	\$	\$
5-Year Total	\$	\$	\$	\$	\$	\$	\$	\$

[NEXT PAGE]

12. Responsibility Matters Instructions

Vendors shall submit the following items to be evaluated in accordance with Section 13.3 Responsibility Matters of this RFQ. All Responsibility Matters must be submitted in a separate volume (Volume III) of the quote. Within each section, Vendors shall address the following elements described herein:

Cover Page / Table of Contents: In this section, the Vendor shall include a cover page containing the following information:

- RFQ number;
- Title of procurement;
- Name, address, and corporate telephone numbers of the Vendor; and
- Name, address, telephone number, and email of the individual to be contacted regarding Responsibility Matters, if necessary.

The Table of Contents must include and identify, at a minimum, the major sections indicated in Section 6. Organization for Volume III – Responsibility Matters and include page numbering for each section and section.

Section 1 - Conflict of Interest Requirements: Any Vendor (or member of its team and/or subcontractor) having a potential conflict of interest (organizational or personal) as defined under FAR Subpart 9.5 must identify the potential conflict as soon as it is realized. If a conflict of interest is known or identified, the Vendor shall disclose the conflict and provide a recommended mitigation plan to resolve any actual or apparent Organizational Conflicts of Interest (OCI) and/or personal conflicts of interest (COI). The mitigation plan, if applicable due to OCI and/or personal COI, shall be submitted in this section of the quote. If no actual or apparent OCI or COI is known at the time of quote submission, the Vendor is not required to provide a mitigation plan but must provide a certification of no OCI. Refer to EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (APR 1984) and EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (APR 1984) for additional information.

Section 2 – Representations and Certifications: Vendors shall submit their completed representations and certifications in accordance with the following provisions in this section of Volume III:

FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015)

FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (OCT 2015)

FAR 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

**FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING
DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY
FEDERAL LAW (FEB 2016)**

FAR 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-
COMMERCIAL ITEMS (OCT 2016)**

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

**FAR 52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT
LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-CERTIFICATION
(MAY 2014)**

**EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND
CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (APR 1984)**

**EPA-K-03-101 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE
CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION
(LOCAL PROVISION)**

Section 3 – Quality Management Plan (QMP): The Vendor shall submit a pre-award Quality Management Plan (QMP) required by the FAR 52.246-11 Higher-Level Contract Quality Requirement clause found under TERMS AND CONDITIONS and the provision EPA-L-46-101 Instructions for the Preparation of a Quality Management Plan. The awarded Vendor's QMP will be incorporated into the resulting task order as Attachment 10.

**EPA-L-46-101 INSTRUCTIONS FOR THE PREPARATION OF A QUALITY MANAGEMENT
PLAN (LOCAL PROVISION)**

- (a) Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Management Plan (QMP) setting forth the offeror's capability for quality assurance. The plan shall address the following:
 - (1) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.
 - (2) An organizational chart showing the position of a Quality Assurance function or person within the organization. It is highly desirable that the Quality Assurance function or person be independent of the functional groups which generate measurement data.
 - (3) A delineation of the authority and responsibilities of the Quality Assurance function or person and the related data quality responsibilities of other functional groups of the organization.
 - (4) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.
 - (5) The background and experience of the proposed personnel relevant to accomplish the Quality Assurance specifications in the Statement of Work.

- (6) The offeror's general approach for accomplishing the Quality Assurance specifications in the Statement of Work.
- (b) Additional information on EPA requirements for the Quality Management Plan can be accessed at the following: <http://www.epa.gov/quality/qs-docs/r2-final.pdf>.

Section 4 – Teaming Arrangement: Vendors proposing a teaming arrangement must include a GSA Schedule Contractor Teaming Arrangement (CTA) document in accordance with GSA's "Elements of a CTA Document" found at <http://www.gsa.gov/portal/content/202253>. The CTA must designate and identify a CTA team lead Vendor to be responsible for communications with the EPA and receiving technical direction. All members of the CTA must be a small business as designated by GSA's website under GSA FSS 70.

The CTA team lead will be named in any resulting award. Only a single invoice by the CTA team lead shall be submitted. Individual invoicing by each CTA member is not permitted.

13. Evaluation Methodology

EPA intends to issue a Task Order to the responsible Vendor whose quote conforms to the RFQ and is most advantageous to the Government, price or other factors considered. In accordance with FAR 8.4, EPA will evaluate and make an award based on the evaluation of the non-cost/price criteria, combined with total price, to determine the best value solution. "Best value" will be determined by a tradeoff between a combination of EPA's evaluation of the non-cost criteria and total price. For this solicitation, all evaluation criteria other than cost or price, when combined, are significantly more important than cost or price. If the quotes become more equal in their technical merit, the evaluated cost or price becomes more important.

13.1 Technical Criteria

Technical Quotes will be evaluated in accordance with each of the technical evaluation criteria identified below. Evaluation of each criteria will also consider completeness and clarity as well as the degree of compliance with the RFQ. The following two (2) evaluation criteria are listed in descending order of importance and described in detail below (there are no sub-criteria):

Technical Criterion 1: Staffing Approach

Quotes will be evaluated on demonstrating a staffing approach in the form of a staffing plan. Quotes will be evaluated on if all proposed Key Personnel (see clause EPAAR 1552.237-72 Key Personnel) are identified by name, proposed GSA labor category, and company. Key Personnel's resumes will be evaluated based on examples of previous work similar in nature (scope and complexity) to the Performance Work Statement (PWS). Key Personnel's resumes will be evaluated for examples of performing similar roles to that proposed. Quotes will be evaluated on if a commitment letter is provided when the key personnel is not presently employed by the company. Quotes will also be evaluated on demonstrating that the proposed GSA labor category (labor mix) have the requisite minimum experience and minimum education as demonstrated in the quotes' GSA labor category descriptions/definitions for each proposed GSA labor category.

Technical Criterion 2: Technical Approach and Corporate Experience

Quotes will be evaluated on the extent to which they demonstrate the vendor's ability to perform all tasks (including option CLINs) listed in the PWS.

Quotes will also be evaluated based on the vendor's (prime, subcontractor, CTA only) demonstrated corporate experience in performing all PWS tasks including its experience with the statutory/regulatory requirements relating to the PWS, e.g. Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), Food Quality Protection Act of 1996, (FQPA), the Pesticide Registration Improvement Act (PRIA), etc.

13.2 Price

The Government will evaluate Vendors' Price Quotes (Volume II) in accordance with FAR 8.405-2(d) to determine that the proposed total price is reasonable. The Government will consider the labor mix (proposed labor categories), level of effort (proposed labor hours distribution across the proposed labor categories), and all options in conducting the price evaluation.

The Government will use price analysis to determine fair and reasonableness of the proposed price. The Government reserves the right to use cost or price realism analysis if it is necessary to determine if total price is realistic and/or reasonable.

Evaluation of FAR 52.217-8 Option to Extend Services Clause

The Government will evaluate quotes for award purposes by adding the total price for the basic requirement (base period) plus all three (3) option periods plus a single award term period and the six (6) months pursuant to FAR 52.217-8 Option to Extend Services. To account for the additional time available under FAR 52.217-8 Option to Extend Services (maximum of six (6) months), the Government will evaluate the option to extend services (FAR Clause 52.217-8) by taking half of the Award Term Period's total pricing presented in Subsection 3.2 Summary and Itemized Pricing and add it to the total proposed total proposed price for all five (5) years presented in Section 1 - General Information and Subsection 3.2 Summary and Itemized Pricing, which represents 66 months. This amount will be the total evaluated price. Evaluation of options will not obligate the Government to exercise the option(s) under FAR 52.217-8.

13.3 Responsibility Matters

Responsibility determinations have already been made by GSA at the contract level.

Vendors' Responsibility Matters, submitted in Volume III of the quote, will be evaluated to determine responsibility in accordance with FAR 9.104-1. The Government will refer a Vendor (whose response to any of the Responsibility Matters is found to be unacceptable but is otherwise eligible for an award) to the Small Business Administration (SBA) in accordance with FAR Part 19.6 for Certificates of Competency and Determinations of Responsibility. Vendors whose response to any of the Responsibility Matters is found to be unacceptable will have up until the time of Task Order award to remedy the matter(s) of responsibility. Notwithstanding the evaluation of a quote with respect to the non-cost criteria or the evaluation of a Vendor's total price, a Vendor whose response to any of the Responsibility Matters that is ultimately unacceptable at the time of award will not be eligible for a Task Order award.

Vendors are responsible for complying with the GSA clause I-FSS-40 Contractor Team Arrangements (Jul 2003). The Government will incorporate the CTA into the resulting Task Order to create a binding agreement.

14. Solicitation Provisions

FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015)

FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (OCT 2015)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

FAR 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (OCT 2016)

FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (OCT 2014)

- (a) The Government will award a Task Order resulting from this RFQ to the responsible Vendor whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following criteria listed in descending order of importance shall be used to evaluate quotes (there are no sub-criteria):
1. Staffing Approach
 2. Technical Approach and Corporate Experience

All evaluation criteria other than cost or price, when combined, are significantly more important than price.

- (b) Options. The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of a quote, mailed or otherwise furnished to the successful Vendor within the time for acceptance specified in the quote, may result in a binding Task Order without further action by either party. Before the offer's specified expiration time, the Government may accept a quote (or part of a quote), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (OCT 2016)

FAR 52.217-4 EVALUATION of Options Exercised at Time of Contract Award (June 1988)

FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

FAR 52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-CERTIFICATION (MAY 2014)

FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jessica Wilson.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation

(FAR): http://www.acquisition.gov/sites/default/files/current/far/html/Subpart%207_1.html

Environmental Protection Agency Acquisition Regulation (EPAAR):

http://www.ecfr.gov/cgi-bin/textidx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency Acquisition Regulation (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (APR 1984)

EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (APR 1984)

EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (APR 1984)

EPAAR 1552.233-70 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (JUL 1999)

EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996)

EPA-L-19-101 IDENTIFICATION OF SET-ASIDE/8(A) PROGRAM APPLICABILITY (LOCAL CLAUSE)

This procurement is being processed as follows:

(a) Type of set-aside: Total Small Business

Percent of the set-aside: 100%

(b) 8(a) Program: Not Applicable

TASK ORDER ATTACHMENTS

ATTACHMENT 1	Performance Work Statement (PWS)
ATTACHMENT 2	Task Order Terms and Conditions
ATTACHMENT 3	Quality Assurance Surveillance Plan (QASP)
ATTACHMENT 4	GSA Labor Category Descriptions/Definitions
ATTACHMENT 5	Invoice Instructions
ATTACHMENT 6	Homeland Security Presidential Directive (HSPD) 12: Agency Personal Verification Procedures
ATTACHMENT 7	Pesticide Product Information System (PPIS) Procedure Manual
ATTACHMENT 8	Federal Insecticide, Fungicide, And Rodenticide Act (FIFRA) Information Security Manual
ATTACHMENT 9	Conversion of the Federal Acquisition Regulation (FAR) Subpart 42.1503 Table 42-1—Evaluation Rating Definitions to Numerical Ratings
ATTACHMENT 10	Quality Management Plan (QMP)
ATTACHMENT 11	Contractor Team Agreement (CTA) (applicable if proposed)
ATTACHMENT 12	Department of Labor (DOL) Wage Determination (WD) (applicable if proposed labor categories are subject to DOL WDs)

ATTACHMENT 1
PERFORMANCE WORK STATEMENT (PWS)

Performance Work Statement (PWS)

Project Title: Document and Data Management Support (DDMS)

U. S. Environmental Protection Agency
Office of Prevention, Pesticides and Toxic Substances/Office of Pesticide Programs
Information Technology and Resources Management Division

Place of Performance (on-site contractors):

U.S. Environmental Protection Agency (EPA)
Office of Pesticide Programs
One Potomac Yard South
2777 South Crystal Drive
Arlington, VA 22202

1.0 Background/Project Overview

The U.S. Environmental Protection Agency's (EPA's) Office of Pesticide Programs (OPP) is responsible for regulating the supply and use of chemical and biological agents produced, marketed, or used for pest control in the United States. Under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and portions of the Federal Food, Drug, and Cosmetic Act (FFDCA), OPP registers and classifies pesticide products, sets tolerances for permissible pesticide residues in food or feed commodities, and as appropriate, suspends or cancels registrations and other regulatory clearances of pesticides found likely to cause unreasonable adverse effects on man or the environment.

In carrying out these responsibilities, OPP makes thousands of discrete regulatory decisions each year. Some decisions are of narrow scope and impact and relatively simple; others are of very broad scope and impact and are extremely complex. Most of these decisions are based on review of applications submitted by regulated firms, and of supporting technical data describing the properties, effects, and other characteristics of the pesticides.

In reaching its decisions OPP assesses potential risks of pesticide use, estimates the countervailing benefits of pesticide use, develops criteria and standards for regulation, and documents both its regulatory conclusions and their rationale. All of these operations are information-intensive, requiring substantial amounts of technical information from pesticide firms and other sources.

The production Task Activities in this PWS are organized into four (4) main categories: Task Activity 1 is related to overall project management; Task Activity 2 is related to information about pesticide products, including the receipt of applications for regulatory action, the results of EPA registration decisions affecting individual products and pesticide uses and reports of incidents involving the use of pesticide products; Task Activity 3 is related to information about

pesticide studies, position papers, analyses and the administrative records resulting from the decision processes themselves; and Task Activity 4 is related to updating OPP's PRISM Label Use Information System (LUIS) which is an automated pesticide information system that contains a summary of the legal uses of registered pesticide products.

The contractor shall:

- Capture data that supports regulatory applications, decisions, incident reports, and Personally Identifiable Information (PII), etc.;
- Provide processing, indexing support and shredding/destruction of studies and other technical documents of archival significance; and
- Make every effort to adopt to changing environments in technology, Office of Management and Budget (OMB), Homeland Security, Presidential Directives, and EPA Management Directives, of which, changes could be in the areas of technology, regulations, information systems, process adaptations, coordination with other agencies, coordination with other Agency contractors, Government furnished equipment and/or software, facilities and security requirements, shall remain within the tasks activities herein.

The Agency may receive some of the submitted information in an electronic format. When the Agency receives information electronically, the Contracting Officer's Representative (COR) will give the contractor sufficient lead time for the contractor to adjust its processes and controls to process these electronic transactions.

2.0 Purpose/Project Goal/Project Objectives

2.1 Purpose/Goal

The purpose of this PWS is to delineate the approach, tasks, roles, and timelines that the contractor is required to perform for the continuation of the DDMS functions and operations for the EPA's Office of Pesticide Programs (OPP). The contractor's work will involve several inter-related processes. Some of these processes are highly technical in nature and some are procedurally complicated. The contractor shall use EPA-provided interactive software to support these processes. This PWS outlines the work in general terms. The PWS emphasizes general processes, estimates of their inputs and outputs and refers to the specific technical direction describing detailed specifications for processes and deliverable products.

2.2 The Project Objectives

Continue the ongoing regular operation of the DDMS operations and to ensure that costs, resources, and activities are managed appropriately.

3.0 SCOPE OF WORK

[NOTE: The PWS identifies and defines required task area requirements and optional task area requirements. Optional task area requirements are clearly identified. Optional tasks may be

required during the performance of this task order. Optional tasks will be listed as option line items in the task order award and may be exercised during the contract performance period under the direction of the CO for the agreed price stated in the task order.

TASK 1: Project Management

The Project Manager, identified as the individual responsible for ensuring that the required quality levels and schedules in the task order are maintained and schedule dates are met, shall be responsible for notifying the COR and/or the Contracting Officer (CO) by telephone or email, as soon as any real or potential problems are apparent or suspected (e.g., schedule, deliverables, etc.).

The on-site contractor shall participate in meetings, for this task order, as directed by the COR. Meetings will be scheduled and conducted by the COR, as mutually agreed upon by the COR and the contractor. In addition, the contractor shall be available to answer questions via e-mail, telephone and meetings if required. The COR may require members of other EPA or other contractor staff to attend to respond to questions, as well.

The Project Manager shall prepare the content included in the Weekly and Monthly Status Reports. The Weekly Status Reports (WSR) shall emphasize production and quality activity. The Monthly Status Report (MSR) shall emphasize contractor and subcontractor labor costs and budget activity needed to facilitate and justify monthly payments, as well as to monitor monthly and year-to-date task order costs. The Project Manager shall be available by telephone, email or in person, if required, to address and answer any issues that have surfaced during the reporting period. The contractor's Project Manager shall collect metrics to monitor and optimize project performance, and initiate task closeout activities as the contractor completes the Task Activities in this PWS.

TASK 2: Information Capture of Pesticide Regulatory Applications, Decisions and Incident Reports

OPP maintains a collection of information describing the receipt of applications for regulatory actions as well as regulatory decisions made by OPP. This collection contains descriptions of currently registered pesticide products, including their active and inert ingredients, the sites where they can be applied, and the pests they control. The collection also contains information about pesticide regulatory status, and about transfers of registrations between companies.

OPP has approximately 18,000 active and pending pesticide registrations under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Section 3, and approximately 2,700 more active registrations for special local needs under FIFRA Section 24(c). Approximately 1,800 registrants hold these various registrations.

The information in this collection is used widely within and outside of EPA, and the Agency can use it, for example, to identify the companies holding registrations with certain active ingredients for data call-ins, or to identify which registrations can be used on given sites. Under this task activity, the contractor shall provide data capture, verification, and correction of data in support

of the collection of pesticide product information in accordance with existing OPP operational procedures.

Subtask 2. A. Pesticide Registration Applications under FIFRA Section 3

1. The contractor shall screen new applications for FIFRA Section 3 registrations (including tolerance petitions) and extract and load most of the information into OPP's electronic database system. The contractor shall use the product application "jackets", which contain all forms, correspondence, and proposed pesticide labeling associated with each application as the contractor's primary source documents. These jackets are the official records of the regulatory history of each pesticide product. The following terms all have the same meaning herein: "application" jacket(s), "regulatory" jacket(s), and "registration" jacket(s). The COR will route newly arriving applications for pesticide registration, tolerance petitions or notifications to the contractor upon which the contractor shall perform its data extraction.
2. The contractor shall maintain strict inventory control of each jacket the contractor receives from the COR. As soon as the contractor captures the information, applies approved quality control (QC) procedures and posts the information to the appropriate master files, in OPP's database system, the contractor shall return the regulatory jackets to the OPP Regulatory Jacket File Room (File Room). The volume of input to this task averages 1,600 jackets per year, depending on the variation in the amount of EPA registration activity.
3. The contractor shall code, verify and post the contractor's completed transactions to the COR designated product information files each time the contractor receives registration jackets or other source documents from the COR. The contractor's primary sources shall be the pending product labels and confidential statements of formula. The contractor shall encode this information using OPP's integrated information system's controlled vocabularies which are a part of and readily available as online lookup tables. The information that the contractor shall extract for each application may include:
 - (a). Registration Number
 - (b). Date of Application
 - (c). Date of label approval
 - (d). Product Manager assigned to the product
 - (e). Signal Word
 - (f). Product Name
 - (g). Product Use Type (Including Restricted Use Products (RUP))
 - (h). Child resistant packaging
 - (i). Classification status
 - (j). Conditional registration status
 - (k). Formulation type
 - (l). Active ingredients and percentages in the formulation
 - (m). Inert ingredients
 - (n). All approved sites of application

- (o). Target pests associated with each approved site
- (p). Worker protection requirements
- (q). Check whether Incomplete PRIA Application (Y or N)

The contractor shall post product label information to the central product information files and electronic information systems interactively and in real time.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) for all updated and/or added records to the files and which the COR will calculate on a monthly basis. The contractor shall ensure 100% accuracy for all error corrections. The contractor shall ensure that there are no patterns of repeated errors. The contractor shall report every unresolved data entry anomaly that the contractor encounters in accordance with the COR's written technical direction.

Processing Requirement

The contractor shall process an estimated average volume of approximately 135 jackets each month. The contractor shall complete the contractor's processing of all new actions and return all source documents to the File Room within one (1) business day after the contractor receives the source documents. The contractor shall report all unresolved data entry anomalies by close of business (COB) on the day that the contractor encounters them. COB is defined as 5:00 p.m. Eastern Time (ET) herein.

[NOTE: If optional task 2A is invoked then, instead of returning the jacket to the file room within one (1) business day, the contractor shall retain the jacket for 10 business days while performing "PRIA Completeness Screening". If option task 2.K. is invoked, the contractor shall complete all potential "completeness" work and return the jacket to the file room within 10 business days from when the jacket was checked out.

Subtask 2. B. Section 24(c) Registrations

1. The contractor shall review the original copies of the official OPP regulatory files and capture the information about Section 24(c) registrations. The contractor shall use the 24(c) product folders which contain a one-page application form and proposed labeling as the contractor's primary source documents for the contractor's review and capture. The OPP File Room will route these source documents to the contractor within two (2) business days after the File Room personnel create the file.
2. The contractor shall keep strict inventory control over each regulatory source document that contractor receives from the File Room. The contractor shall capture new 24(c) transaction information and, as soon as the contractor completes the contractor's capture, shall transfer the source documents to the COR-designated OPP Product Management Team by 5:00 p.m. on the following business day

3. The level of contractor input the contractor shall accomplish fluctuates according to the variations in registration activity that the states send to EPA. As soon as the contractor receives all source documents from the COR, the contractor shall verify and complete the contractor's postings of information to the Section 24(c) information files and electronic information systems
4. The contractor shall encode the information using the OPP database system controlled vocabularies in the OPP database's look-up tables. The information that the contractor shall extract shall include:
 - (a). State registration number
 - (b). Section 3 reference number
 - (c). Date of application
 - (d). Date 24(c) issued
 - (e). State expiration date
 - (f). Current status
 - (g). Type of registration
 - (h). If food/feed, use
 - (i). If changed use pattern
 - (j). Name and Address of 24(c) applicant
 - (k). Product Name
 - (l). Active ingredient and percentages in the formulation
 - (m). Sites of application
 - (n). Target pests

24(c) label information is posted to the central product information files and electronic information systems interactively and in real time.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) for all updated and/or added records to the files and which the COR will calculate on a monthly basis. The contractor shall ensure 100% accuracy for all error corrections.

Processing Requirement

The contractor shall process an estimated average volume of 40 of the 24(c) transactions each month. The contractor shall complete the contractor's processing of all new actions and return all source documents to the File Room within one (1) business day after the contractor receives source documents from the COR. The contractor shall report all unresolved data entry anomalies by COB on the day that the contractor encounters them.

Subtask 2. C. Experimental Use Permits (EUP)

1. The contractor shall review the official OPP regulatory files, capture information about EUP applications and enter the information into OPP's database system. The contractor shall use the EUP application forms as the contractor's primary source for the contractor's input files. The File Room and/or Data Processing Desk (DPD) staff will route the source documents to the contractor as soon as the File Room and/or DPD staff receives them.
2. The contractor shall, upon receipt of the EUP source documents, code, verify, and complete transaction postings to the EUP files and OPP's database system. Information captured about EUP includes the following:
 - (a). EUP Identification Number
 - (b). EPA Company Number
 - (c). Application Date
 - (d). Active Ingredient(s)
 - (e). Crops on which the EUP is requested
 - (f). Maximum Number of Acres Covered by the EUP
 - (g). Total pounds of Active Ingredient
 - (h). Crop Destruction Indicator
 - (i). Application Instructions

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) for all updated and/or added records to the files and which the COR will calculate on a monthly basis. The contractor shall ensure 100 % accuracy for all error corrections. The contractor shall detect patterns of errors and ensure that the contractor's staff is trained so that the contractor's staff does not repeat them.

Processing Requirement

The contractor shall maintain an estimated volume of four (4) EUP's per month. The contractor shall complete the contractor's processing of all new Experimental Use Permit actions and shall return all source documents to the File Room within one (1) business day after the contractor receives the source documents from the COR.

Subtask 2. D. Supplemental Distributor Registrations (*Distributor Products*) The Supplemental Distributor Registration (SDR) file identifies all supplemental registrations of Federally-registered products for marketing under a distributor's brand name. Registrants are required to notify EPA of SDRs by submitting Form 8570-5, Notice of SDRs.

1. The contractor shall process the SDR forms after the COR performs an initial screening and forwards them to the contractor.

2. The contractor shall enter product information, product numbers and the application data, into OPP's database system.
3. The contractor shall update the SDR files and return the forms to the COR.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) for all contractor processed forms that the COR will calculate on a monthly basis. The contractor shall ensure 100% accuracy for all error corrections. The contractor shall detect patterns of errors and ensure that the contractor's staff is trained so that the contractor's staff does not repeat them.

Processing Requirement

The contractor shall process an estimated average volume of 250 SDRs per month. The contractor shall update the SDR files and return the forms to the COR-designated Agency employee, as well as a system-generated acknowledgement of receipt letter, within six (6) business days after the Agency provides the information to the contractor for processing.

Subtask 2. E. Capture of Regulatory Decision Information on Newly Granted Section 3 Registrations; Granted Amendments to Existing Section 3 Registrations and Notifications

1. The contractor shall review the official OPP regulatory files, extract information about newly granted Section 3 registrations and amendments to existing Section 3 registrations and load the information into OPP's database system. The contractor shall use the registration jackets as the contractor's primary source for each pesticide product. The COR will route the newly-approved applications for pesticide registration or approved amendments to existing Section 3 registrations (or notifications) to the contractor for the contractor to perform the contractor's data verification and information extraction.
2. The contractor shall maintain strict inventory control over each source document that the contractor receives from the COR. The contractor shall verify and post the contractor's completed transactions to the designated OPP database system. The contractor shall then return those source documents to the File Room.
3. The contractor shall use the product labels and confidential formula statements as the contractor's primary sources for the contractor's data entry. The contractor shall encode the information that the contractor posts by using the controlled vocabularies in the online and readily available look-up tables in OPP's database system. The information the contractor shall extract from each registration includes, but is not limited to, the following:
 - (a). Registration Number
 - (b). Date of Registration

- (c). Date of label approval
- (d). Product Manager assigned to the product
- (e). Signal Word
- (f). Product Name
- (g). Product Use Type
- (h). Child resistant packaging
- (i). Classification status
- (j). Conditional registration status
- (k). Formulation type
- (l). Active ingredients and percentages in the formulation
- (m). Inert ingredients
- (n). All approved sites of application
- (o). Target pests associated with each approved site
- (p). Worker protection requirements

4. The contractor shall post the product label information to the central product information files and OPP's database system interactively and in real time.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) for all contractor updated and/or added records that the contractor processes that the COR will calculate on a monthly basis. The contractor shall ensure 100% accuracy for all error corrections. The contractor shall detect patterns of errors and ensure that the contractor's staff is trained so that the contractor's staff does not repeat them.

Processing Requirement

The Agency typically receives about 600 registration jackets per month that the Agency has granted registrations or approved amendments under FIFRA, Section 3. The volume of required contractor input will fluctuate according to the variations in registration activity that the Agency receives. The contractor shall process an estimated 600 granted registrations approved registration amendments or notifications per month.

The contractor shall complete all processing of all pesticide product information and return all source documents to the File Room within 10 business days of receipt of source documents by the contractor. Reports of unresolvable data anomalies shall be reported to the COR by COB on the day that they become known.

Subtask 2. F. Review and Update Labels in the Pesticide Product Label System (New "stamped" approved product labels are forwarded to the contractor from the COR)

1. The contractor shall compare the approval date of the latest accepted product label in the registration jacket to the latest date for that product in OPP's Pesticide Product Label System (PPLS) as the contractor reviews the jackets. If the latest

approved product label does not already exist in PPLS then the contractor shall enlarge, reduce or otherwise manipulate the image so that the contractor obtains a sharp, legible 8 ½ by 11 inch photocopy that is suitable for imaging. The contractor shall accumulate all such label copies into batches, and deliver them, along with an itemized listing of registration numbers and approval dates, to the staging area designated by the COR for the imaging contractor pick-up on COR-designated days of the week.

2. The contractor shall bundle the COR-designated sized batches of photocopied labels into brown craft envelopes; record the batches into a batch log book and deliver the bundles, along with an itemized listing of registration numbers and approval dates, and the log book to the COR-designated staging area for pick-up by the imaging contractor. This shall occur on a daily basis or whenever the contractor has accumulated a sufficient number of label copies (less than 30 labels), unless the COR provides the contractor with written direction that changes the size of a batch. The contractor shall then transmit an e-mail simultaneously to the COR and the imaging contractor's e-mail Inbox whenever the contractor has placed these batches in the staging area to notify both the COR and the imaging contractor that the batches are ready for the imaging contractor to pick-up.
3. The Project Manager (PM) shall electronically be approving, stamping and uploading to PPLS. Notification goes to the contractor once a new label has been uploaded and approved by the PM. The contractor shall check the PPLS system and extract the appropriate information needed for the EPA electronic database.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) of all of the labels that the contractor processes that the COR will calculate. The contractor shall produce legible copies of all required labels that are suitable for imaging and deliver them to the COR-designated staging area for pick-up by the imaging contractor

Processing Requirement

The contractor shall process an estimated average volume of 600 label transactions per month. The contractor shall capture all transactions within 10 business days after the contractor receives the source documents from the COR.

Subtask 2. G. Capture Information about Pesticide Tolerances

The EPA regulates pesticides under FIFRA and FFDCA. Under FIFRA, the EPA registers pesticides for use in the United States and prescribes labeling and other regulatory requirements to prevent unreasonable adverse effects on health or the environment. FFDCA authorizes the Agency to establish tolerances for pesticide residues in food. Foods that contain residue levels that either or are not covered by a

specified tolerance cannot be legally marketed in the United States. The FFDCA, later amended by the Food Quality Protection Act (FQPA) of 1996, authorizes the Agency to ensure consistency among different forms of pesticide registration, establishing a single health-based safety standard for all tolerances; “reasonable certainty of no harm” from aggregate exposures to a given pesticide and from cumulative exposure to pesticides with similar modes of action.

The contractor shall post any additions, changes and deletions of EPA-approved tolerances to OPP’s electronic information systems. The contractor shall use the Agency’s published Federal Register Notices (FRN) as the contractor’s source documents. The COR will provide the contractor with access to the FRNs.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) for all records that the contractor updates and/or adds to the files and to OPP’s electronic information systems which the COR will calculate on a monthly basis. The contractor shall ensure 100% accuracy for all error corrections. The contractor shall detect patterns of errors and ensure that the contractor’s staff is trained so that the contractor’s staff does not repeat them.

Processing Requirement

The contractor volume that the contractor is required to process will vary if the FRNs include large changes in the affected tolerances. The contractor shall process an estimated average volume of 130 tolerance actions (additions, deletions, or changes) per month. The contractor shall perform daily review of the provided FRNs for changes to any EPA-approved tolerances. Also, the contractor shall post these tolerance changes to OPP’s electronic database system within one (1) business day of receiving the action from the COR-designated EPA personnel.

Subtask 2. H. Support of Data Entry Integrity Projects; Pesticide Product File Cleanup Projects and Administrative Special Projects

1. The contractor shall provide assistance to OPP by maintaining the quality of data and information about pesticide products. When users of data entries regarding pesticide products discover errors and notify the Information Technology and Resources Management Division (ITRMD), the COR will assign the contractor projects and the contractor shall either correct these errors or update the data depending on the COR's written technical direction. The COR's written direction will also include a timetable for project completion. Each of the contractor's assigned individual projects will contain no more than 50 items and each item will have no more than 10 data elements (i.e. pc code, jacket, product name, ingredient name, pest code or registration number etc) per item. The COR will assign the contractor to projects from a wide range of activities. Some examples are:

- (a.) Reviewing and revising of use, pest, site and other coding for a registration reported to be in error by OPP's information system users.
 - (b). Pulling all registration jackets containing a certain active ingredient.
 - (c). Reviewing the source documentation.
 - (d). Updating pesticide product and label information as needed for data integrity.
 - (e). Updating pesticide product and label information due to changes in regulations, EPA management directive or international agreement.
 - (f). Updating or correcting site and pest codes.
2. The contractor shall update the transactions to the central product label files and to OPP's electronic information systems.
 3. The contractor shall provide status reports to the COR as the contractor performs each project and shall also provide the COR with a list of the updates that the contractor was not able to make to OPP's files or electronic information systems because:
 - The supporting documentation is insufficient,
 - The contractor encountered technical issues with the electronic information system (for example the contractor did not have the complete database permissions or the contractor encountered network problems.); and
 - Registration jackets or other source documents were unavailable
 4. The contractor shall provide special administrative support for special administrative requests that are not inherently governmental functions per FAR 7.503(c)(13). Examples of special administrative requests include (but are not limited to): assist EPA with compiling data and information research to respond to FOIA requests (EPA will respond to FOIA requests; special task order budget or production reporting and IG requests for information, registration jackets and other documents. The contractor shall provide appropriate responses or deliver documents within one (1) business day of receipt of action by the contractor. The COR will provide reasonable direction and compliance time periods for detailed reporting or for large document requests. Each special request shall count as one special project (Example. One (1) request to copy three registration jackets and deliver them for a FOIA Request shall count as one (1) project).

Quality Standard

The contractor shall maintain a data input quality standard of 100% accuracy for all of the contractor's data input corrections. For administrative special projects, the contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) for all records that the contractor updates and/or adds to OPP's electronic information systems which the COR will calculate on a monthly basis.

Processing Requirement

The contractor shall process a maximum volume of 12 projects per month. The contractor shall correct all errors and the contractor shall return all source documents to the file within 10 business days after the contractor receives the source documents. Special administrative requests shall be completed in one (1) business day or unless a different time frame is negotiated with the COR. Corrections of current errors (errors made during the PWS period of performance) are not included as part of the maximum processing requirement. All current errors must be corrected within one (1) business day after the COR notifies the contractor of any errors.

Assumption Specific to This Subtask: The intent of this Subtask centers on “general” corrections and cleanup. Projects in Subtask 2.H. are related to source document and “data entry” corrections/cleanups and not to “database table” corrections/cleanups, (such as those related to database migration issues or large-scale pesticide classification changes), which other EPA divisions or branches perform.

Subtask 2. I. Capture Information about Pesticide Incident Reports

OPP receives incident reports, about pesticide effects, through mail, email or courier. These are submitted by pesticide registrants, state and local governments, private organizations and private individuals. EPA staff also receives telephone incident reports and capture pertinent information. There are two (2) basic types of incident reports: individual reports and aggregate summary reports. The contractor shall enter the data from incident reports into the Incident Data System (IDS). Each submission (“package”) may contain one or more incidents. One incident may involve one or more pesticide products. OPP does not have a prescribed format for submitting incident reports. Also, the reports can vary in length. For all types of incidents, the contractor shall use the detailed instructions in the “*Procedures for Incident Data System Processing*” a copy of which the COR will provide to the contractor during performance.

The IDS software generates/assigns an individual incident package number as the incident reports are indexed into the system. The incident report package number consists of the letter "I" followed by six (6) digits.

1. The contractor shall, while performing data entry capture the basic data from the package including:
 - Date it was received in OPP/ITRMD/Information Services Branch (ISB)
 - Name of the personal submitter (private individual; not from a submitting company)
 - Phone number of the submitter
 - Submitting company (if applicable)
 - Address of the submitter

- Name of the EPA personnel to whom the incident report package was directed
 - Abstract a brief summary description for the package
2. The contractor shall review each incident report package and identify each individual incident report and/or aggregate summary incident report within the package. Where a package contains both individual incident reports and aggregate summary reports, the contractor shall rearrange the package order to assure that the individual incidents are placed before the aggregate summary incident reports.
 3. The contractor shall create an incident number based upon the IDS-software-generated incident package number. This incident number shall consist of the six (6)-digit incident package number followed by a sequentially assigned, three (3) digit incident number. [Example: Incident number 4 under incident package I123456 would be designated as I123456-004].
 4. The contractor shall identify each incident within the package with this compound 9 digit (I+ 6 digits [hyphen] + 3 digits) incident number. This is accomplished by placing the incident package number at the top of the first page of the incident package and marking the 3 digit incident number at the top of the page (or at the beginning of each incident) in black ink, so as to be clearly legible when the document is imaged.
 5. In IDS, the contractor shall capture the descriptive information about each incident, in consecutive order. The page number is placed in the lower right-hand corner of all pages. If both sides of a document have data, then the contractor shall number both sides of the document.
 6. When the contractor receives pesticide incident information, the contractor shall capture and enter the available incident information into IDS. The pertinent information, as available, shall include:
 - The beginning and ending dates for the adverse effects, whether it is an individual incident report or a summary incident report
 - The page number where the incident report begins; and whether it is a new incident or an update to a previous incident
 7. An incident report may be identified as reporting either adverse or non-adverse effects. An incident noted with “6(a)(2)” refers to FIFRA Section 6(a)(2) and pertains to adverse effects information. For all incident reports the contractor shall identify and capture into IDS information such as:
 - Whether the incident is marked as a “6(a)(2)” incident
 - Whether the incident report involves an adverse or non-adverse reaction
 - Whether the incident report involves a product defect (Example. faulty aerosol can)

- Whether the incident report involves “Other” information (Example. ground water detection); and
 - Whether the incident report is a “lack of efficacy report” **
8. The contractor shall record where the incident took place (city, county, state, or foreign country). The contractor shall capture which exposure type categories are involved in the incident. These exposure type categories include:

Surface water
 Groundwater
 Drinking water
 Plant damage
 Humans
 Domestic animals
 Property damage
 Soil contamination
 Wildlife
 "Other non-target" involvement

9. The contractor shall record the IDS Exposure type categories are also combined with severity categories in order to show the severity of an incident. A list of approximately 32 “exposure-type-severity” codes and descriptions shall be provided to the contractor, which is also available in the IDS software. Some incidents may include multiple codes.

The IDS includes data from OPP's database about the chemicals found in a product; the name of the company that registered the product; the product manager code number associated with the product and the name of the EPA individual(s) with responsibility for the regulation of the product(s) and/or chemical(s). A nomenclature chemist or other EPA personnel shall ensure that the list of the responsible OPP individuals is current in OPP's database.

10. The contractor shall enter the EPA pesticide registration number into IDS, when the document provides it. Upon entry of the number, IDS will provide the product name; chemical names and numbers; registrant company name and number; and code numbers of EPA product managers responsible for that product. The contractor shall edit the product name, in IDS, to assure that it matches the product name found on the submitted document.
11. The contractor shall use OPP databases to discover the registration number by looking up product information when a registration number is unknown (whether not submitted or unknown by the submitter). If not found, the contractor shall use IDS to lookup/assign a unique registration number for that product name. If, after attempting to locate the registration number by searching the OPP databases, the registration number still cannot be found, the contractor shall enter the product or chemical name into the IDS product field and use the database lookup tables to locate and fill in:

The chemical name(s)

The chemical number(s)

The name(s) and code number(s) for the of the OPP individual(s) responsible for regulation of the product or chemical (i.e. product manager).

12. After filling in the information for the chemical(s), the contractor shall record the product manager code number in the IDS product field.
13. More than one product or chemical is often involved in a single adverse effects incident. The Agency also receives statistical summaries which may include many products and chemicals. Therefore, the contractor shall complete the entry of all relevant products and chemicals as much as possible.
14. The contractor shall safeguard the incident packages prior to the imaging contractor is able to scan them. The Agency commonly receives incident packages as single copies. Replacement of any lost documents in these packages is difficult.
15. The contractor shall detect duplicate incident report packages submitted to the Agency and shall avoid making duplicate entries. Using a note on the first page, the contractor shall mark all duplicate incident reports with, "Duplicate of 1_____" [the previously processed incident package number]. Then, the contractor shall return the duplicate package to the COR.
16. If the contractor suspects that a new incident updates a previously processed incident, then the COR will assist the contractor with researching the update relationship. The contractor shall record known update relationships at the beginning of an incident package description, for example, "Updates I014555-001."
17. For aggregate summary incident reports, the contractor shall use other EPA provided software to capture numerical counts for each product by exposure type, severity categories and other data.
18. For Incidents ready for delivery to the imaging contractor, the contractor shall list them on a batch transmittal sheet. Also, when the documents are delivered to the imaging contractor, the contractor shall log the delivery dates.
19. When the imaging contractor returns the imaged incident documents (via electronic media) to the COR, the COR will forward the images to the contractor for quality assurance checking. If the contractor discovers any imaged documents that need to be reimaged, then the contractor shall notify the COR. When Quality Assurance (QA) is completed, the COR will make the incident images available to the contractors and other EPA users.

20. During the order performance period, the Agency may migrate IDS to another software application and integrate IDS with other OPP electronic data systems. If the IDS migration occurs, the COR will provide the contractor with sufficient lead time in order to allow the contractor to adjust to the new procedures.

Quality Standard

The contractor shall check and correct all of the contractor's work. The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) which will be monitored and calculated by the COR. If the COR finds contractor errors, the contractor shall correct all of the contractor's errors within three (3) business days after the COR notifies the contractor of any errors. The contractor shall maintain 100% accuracy for all error corrections.

Processing Requirement

The contractor shall process an estimated volume of 1,200 packages per year. The packages contain an estimated average volume of 566 individual monthly incident reports, and an estimated 450 incident summary records per month.

Timeliness of Incident Information Posted to the Appropriate Databases

- (A) For packages of less than 25 incidents - within three (3) business days of receipt of action by the contractor.
- (B) For packages of more than 25 incidents - within 10 business days of receipt of action by the contractor.

Subtask 2. J. Capture Site Code and Pest Code Vocabulary Data

1. The contractor shall then update OPP's electronic database system by (1) adding the new site and/or pest code to the respective database vocabulary table and (2) associate (enter) the code(s) with the related product registration(s).
2. The contractor shall submit a written request to the COR to request that the designated EPA authority create a new code whenever a granted pesticide registration requires a site or a pest code that is not currently listed in OPP's electronic database system. The EPA designated authority will provide the new site and/or pest code to the COR and the COR will provide that information to the contractor.
[NOTE: The COR will perform the database vocabulary update. The database has a vocabulary listing that will require to be updated periodically.]
3. The contractor shall maintain a log of all of the contractor's site and pest code requests and include the granted site and pest codes when the contractor receives new ones from the COR. The contractor's log shall include, but is not limited to:

The date that the contractor submitted the written request for a new code or site to

the COR

The date that the contractor received the new site or code from the COR

The actual site or pest code

The corresponding site or pest name

The EPA registration number(s) associated with the site or pest code

The date that the contractor updated/entered the site or pest code into OPP's electronic database system.

Quality Standard

The contractor shall maintain a data input accuracy of 100% for all of the contractor's corrections. The contractor shall maintain a data input accuracy of 100% for all records that the contractor updates and/or adds to the contractor's files and to OPP's electronic database system which the COR will calculate on a monthly basis.

Processing Requirement

The contractor shall process an estimated maximum volume of 10 site or pest code vocabulary updates per month which are of equal work effort. The contractor shall correct all of the contractor's data input errors and return all of the source documents to the files within five (5) business days after the contractor receives the data input errors and the source files from the COR.

Any special projects involving site and/or pest code updates shall be covered under Section 2.H.

Subtask 2. K. Perform Document Completeness Screening in Accordance with the Pesticide Registration Improvement Renewal Act (PRIA).

Effective October 1, 2012, the Pesticide Registration Improvement Renewal Act of 2012 (PRIA) reauthorized the Pesticide Registration Improvement Act of 2007 (PRIA) for five (5) more years. The expiration date of PRIA 3 has been further extended by the Continuing Resolution signed on January 22, 2018, for the duration of that Continuing Resolution period, through February 8, 2018. As such, the authority to collect maintenance fees at the level specified in PRIA 3, as well as the authority to collect PRIA Registration Service fees at the FY'17 levels, continues through February 8, 2018 or until fully renewed. PRIA 3 established pesticide registration service fees for registration actions. The category of action, the amount of the pesticide registration service fee, and the corresponding decision review periods, by year, are prescribed in these statutes. The goal of PRIA is to create a more predictable evaluation process for affected pesticide decisions; promote shorter decision review periods for reduced-risk applications; and couple the collection of individual fees with specific decision review periods.

PRIA Pesticide Application Completeness Screening (“21-day” screen)

1. The contractor shall commence the “21-day screening” in accordance with the completeness requirement established by PRIA. After ISB creates a decision letter and delivers an application jacket to the contractor. This action shall be performed by using established procedures and in accordance with a “PRIA Checklist”. The “PRIA Checklist” (under continuing development) consists of 10 major elements that the contractor shall check for completeness:
 - Correctly Indicated Application Form (EPA Form 8570-1)
 - Label – 5 copies of the Label (Electronic labels on CD and guidance is available)
 - Confidential Statement of Formula (EPA Form 8570-29)
 - Formulator’s Exemption Statement (EPA Form 8570-27)
 - Certification with Respect to Citation of Data (EPA Form 8570-34)
 - Data Matrix (EPA Form 8570-35)
 - Is the data package consistent with PR Notice 86-5
 - Notice of Filing included with petitions
 - If applicable for conventional applications, reduced risk rationale
 - Required Data and/or data waivers
 - Other (Follow-up Notes)
2. The contractor shall inform the applicant (via, telephone, mail or email etc) of items missing from the PRIA application. The contractor shall make up to two attempts to contact the applicant. All attempts shall be documented in the application jacket. The contractor shall hold the application jacket until the “21-day screening” is completed.
3. If missing application contents are not received from the contractor by the 10th business day after the “pin punch date of receipt” (i.e., items should either be stamped or pin-punched on the day received), the contractor shall:

Prepare a draft reject letter;

Place the draft rejection letter and PRIA checklist in the application jacket;

Forward the PRIA application jacket (with checklist, etc.) to the appropriate EPA Product Manager (PM) (via the File Room); and (EPA/OPP has Product Managers that are assigned to certain jackets. This is part of the technical direction.

Apply the appropriate routing/cover sheet.

These tasks shall be accomplished by the contractor within four (4) to six (6) business days of the pin punch date.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) of all data input to OPP's electronic database system. Also,

the contractor shall maintain 100% for all records that the contractor updates and/or adds to the files and which the COR will calculate on a monthly basis. Contractor shall maintain 100% accuracy on all error corrections. The contractor shall detect patterns of errors and ensure that the contractor's staff is trained so that the contractor's staff does not repeat them.

Processing Requirement

The contractor shall process approximately 1,200 new PRIA applications per year, which is approximately 100 input source files (new applications) each month. The contractor shall complete the contractor's processing of all new actions within 10 business days of receipt of action and return all source documents to the File Room within one (1) business day of completion* [The File Room (with routing information received from the contractor) will transfer the application to the designated EPA staff]. The contractor shall report all unresolved data entry anomalies by 5:00 p.m. ET the day that the contractor encounters them.

* "Completion" means that all elements of Task 3 processing are designated "Completed" within 10 business days of receipt of action.

Subtask 2. L. [OPTION CLIN] Operate the Document Processing Desk (DPD)

1. The Contractor shall open each item and determine, according to criteria established by EPA, whether the item should be passed on to the addressee, or retained for further processing. All U.S. mail and courier correspondence deliveries addressed to certain PM or regulatory mail codes are delivered to the DPD. DPD staff, who will be made up of EPA and contractor personnel. Pesticide applications, amendments, studies, name and address changes, new EPA company number requests, transfers and other correspondence are received in this area; which is part of the ISB.
 - All items, which are passed on to the addressee, shall be placed in designated areas for pick up or shall be forwarded to the addressee in bulk. All items which are identified for further processing shall be pin-punched or date-stamped, and placed in designated areas for pick-up by the EPA or contractor staff that performs the in-processing.
 - The criteria and procedures for determining whether in-coming mail should be re-routed or held for processing is determined by the type of document delivered:

Quality Standard:

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) in diagnosis and routing. All incoming mail and actions are opened, date stamped or pin-punched on the day received, and sorted and routed within designated time of receipt. The contractor shall ensure 100% accuracy for error

corrections. The contractor shall detect patterns of errors and ensure that the contractor's staff is trained so that the contractor's staff does not repeat them.

Processing Requirement

The contractor shall make accurate and timely processing of an estimated volume of:

1,200	New Fee for Service (FFS) Pesticide Product Applications per year
4,800	Amendment Applications per year
350	New Section 24(c) Applications per year
3,400	Distributor Applications per year
9,600	Total Pesticide Studies (from 3,000 submissions) per year of which 1300 studies (from 750 submissions) are non-FFS related.
2,000	Notification actions per year
5,000	Miscellaneous correspondence items per year
20	Experimental use permits per year
100	Tolerance petitions per year
600	Company Name and Address Changes per year
1,300	New Company Number Requests per year
100	Transfer requests per year

There will be approximately 2,000 items per month. All incoming mail and actions are opened, date stamped or pin-punched on the day received; and sorted and accurately routed within one (1) business day of receipt. Cut-off time for same day processing is 2:00 p.m. ET.

Subtask 2. M. [OPTION CLIN] Operate the Front-End Processing Unit for In-Processing of Pesticide Applications, Amendments and Transfers

1. The Contractor shall perform Initial Administrative In-Processing of Pesticide Regulatory Applications by guidance described below:
 - Certain regulatory actions require in-processing to determine if they meet basic administrative acceptance criteria. EPA will provide a checklist of the acceptance criteria. These include applications for new Section 3 registration, applications for amendment to existing Section 3 registration, applications for 24(c) registration, applications for experimental use permits, and petitions for tolerance.

In-processing contractor staff shall make these basic administrative determinations based on EPA established criteria, and capture certain attributes about each type of application for regulatory action.
 - In the case of new Section 3 applications, new 24(c) applications, new applications for experimental use permit, and tolerance petitions, in-

processing contractor staff must determine the submission (“S-number”) to be assigned to each document and the regulatory number to be assigned to each action, create a jacket for that action, and capture certain attributes about each accepted application.

- Certain actions are subject to a fee under PRIA. These actions are routed to the COR who determine the action type and appropriate fee amount. This information is provided back to the contractor who then prepares an acknowledgment letter/invoice for the action. The invoice is automatically generated using software that translates the action code and other attributes of the application.
- In all cases where no fee is due, in-processing contractor shall also generate acknowledgment letters which are sent to the applicant informing the applicant about the results of the in-processing administrative screen. These letters will be generated by EPA provided software, and will contain standard language indicating acceptance or the reasons for rejection based on information entered interactively by in-processing contractor.
- During the life of this task order, applications or portions thereof may be submitted in electronic format. The contractor shall be given sufficient lead time to adjust staffing levels and procedures to handle special processing requirements imposed by these electronic submissions.
- Contractors received notifications to go into the E-Submission application package que in-process screen in order to receive incoming CDX submissions. PDMS contractors will process incoming 11-3 submissions that are directly related to those submissions that come in through the CDX portal.

2. The Contractor shall assign EPA Company Numbers and Perform Name and Address Amendments/Changes as described below:

- Assign EPA Company Numbers: The contractor shall assign new EPA company numbers to customers requesting such via email, fax or letter. The contractor shall input all of the required information into OPP’s automated database system, which will assign the company number and generate the response letter. The contractor shall mail the response letter (designating the new EPA company number) to the requester.
- Perform Name and Address Changes: Under the provisions of 40 Code of Federal Regulation(CFR) §152.50, all pesticide applicants and registrants are required to maintain an address of record within the United States. The company name and address are maintained by ISB in OPP’s electronic database system. It contains the “OFFICIAL” mailing address for registrants dealing with OPP. OFFICIAL refers to the official mailing

address of the company. Under the provisions of 40 CFR §152.122, “the registrant must keep the Agency informed of his current name and address of record.” There are also provisions for ISB (Federal Staff) to initiate a cancellation process if the registrant fails to comply.

- The Company module in OPP’s electronic database system contains the name, address, point of contact, telephone and agent (when appropriate). As a new address is posted, the old address is moved to a historical file (not deleted). There are several ways in which EPA makes changes to the system:

Registrant letter on company letterhead.

Notice of change of address through FAX machine.

Corrections made on a certified “green card” by the recipient.

Name and address changes on maintenance fee forms or application amendments; and (Official Post Office address change labels.

E-mail, as long as one can tell that it is from the correct company.

- The contractor shall process “non-transfer related” EPA company name and address changes. These shall include company name, official address, division, office, branch, agent, contact, and contact phone number. The contractor shall distinguish between normal company name changes and company transfers and present them to EPA staff for direction on what items to change.

3. The Contractor shall perform Initial In-Processing and Document Preparation for Transfers:

- a. The contractor shall perform initial identification screening and document preparation for transfer requests by following existing EPA transfer standard operating procedures(SOPs). These transfer requests can be for company ownership; product registrations; both registrations and data or data alone. The contractor shall identify documents for both a properly executed Transfer Agreement and an Affirmation Statement, or the absence thereof, and determine the type of transfer request. The contractor shall create a transfer file jacket and file label for the transfer documents. Any questions about whether the documents constitute a transfer shall be raised with EPA transfer staff.
- b. The contractor shall use OPP’s automated database system to confirm that the name, address and other company information is current.
- c. The contractor shall print out copies of OPP’s database information such as the company profile information (on both transferor and transferee); listings of transferee’s registrations; and listings of data associated with the transferee’s company. The contractor shall make all of these documents, along with the submitted documents, a part of the transfer file and use them to complete

initial review of the transfer file. The contractor shall select and complete the appropriate "Transfer Checklist" for review by the EPA transfer staff. Any questions about the submitted documents or type of transfer shall be raised with the EPA Task Order COR prior to completion of the checklist.

- d. The contractor shall inform the EPA transfer staff of the errors or missing items, after reviewing the transfer package to determine any missing or improperly executed documents, The EPA transfer staff will review the file and inform the contractor on how to proceed. All regulatory interpretations and decisions, and most of the communications with the submitters, will be conducted by the EPA transfer staff.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) with regard to diagnosis and data capture. The contractor shall ensure 100% accuracy for error corrections. No patterns of repeated errors are acceptable.

Receipt/Acceptance/Rejection Letters prepared and mailed to applicants within three (3) business days of receipt of receipt of action by the contractor.

Registration Numbers assigned to new applications and registration jackets created within three (3) business days of receipt of receipt of action by the contractor.

Transfer documents and checklist assembled into a file and a file label created within three (3) business days of receipt of receipt of action by the contractor.

Information about each application captured and entered into appropriate information systems within three (3) business days of receipt of receipt of action by the contractor.

New EPA Company Numbers and name/address changes assigned and response letters mailed within three (3) business days of receipt of receipt of action by the contractor.

All items diagnosed and processed within three (3) business days of receipt of action by the contractor.

Processing Requirement

The contractor shall make accurate and timely processing of an estimated volume of:

- 1,200 New Section 3 applications per year
- 4,800 Amendment applications per year
- 350 New Section 24(c) applications per year
- 3,400 Distributor Applications per year
- 9,600 Total Pesticide Studies (from 2,600 submissions) per year of which
- 1300 studies (from 750 submissions) are non-FFS related.

2,000	Notification actions per year
25	Experimental Use Permits per year
100	Tolerance Petitions per year
1,300	New Company Number Requests per year
600	Company Name and Address Changes per year
100	Transfer Requests per year

The contractor shall complete the contractor's processing of all new actions and return all source documents to the File Room within three (3) business days of completion* [The File Room (with routing information received from the contractor) will transfer the application to the designated EPA staff]. The contractor shall report all unresolved data entry anomalies by COB on the day that the contractor encounters them.

Subtask 2. N. [OPTION CLIN] Operate the Registration Jacket File Room (JFR)

Contractor shall perform the following duties with regard to jacket data entry activities as described below.

1. OPP manages approximately 60,000 pesticide registration file jackets; about half of which are in electronic "e-Jacket" format. A pesticide registration jacket (whether paper or electronic) is the official record of a pesticide product registration, containing the application, label, related documentation and correspondence between the company and the Agency.
2. A computerized jacket tracking module, located within OPP's automated database system, is utilized to facilitate the location, retrieval, accountability and reporting of the registration jacket collection. The system tracks Section 3 and 24(c) products, EUPs and Tolerance Petitions. All jacket activity, from creation to retirement, is managed through this system. Precise borrower and location information on each jacket is maintained at all times.
3. Management of the collection involves entry of new jackets; forwarding of new jackets to Product Managers (PM) or other appropriate OPP regulatory staff; filling of requests for jackets from OPP staff; transfers of jackets between staff members; updating of jacket registration labels and jacket barcode labels; jacket status and tracking of the retirement of canceled or otherwise inactive files to the Federal Records Center (FRC), retrieval of jackets from and return to the FRC, management of the jacket inventory located with both users (borrowers) and in the file room.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) with regard to jacket transfers, inventory and jacket information entries into the automated database system. The contractor shall ensure 100% accuracy for jacket locations and for error corrections. No

patterns of repeated errors are acceptable.

Processing Requirement

All jackets entered into system and referred as appropriate; requests for jackets or transfers of jackets filled; all registration and barcode labels and status information maintained; all eligible jackets retired to Federal Records Center, and appropriate records compiled.

The volume is approximately:

30,000 jacket locations - because over half of the jackets are in electronic “e-Jacket” format the contractor shall only manage approximately 30,000 jacket locations out of approximately 60,000 jacket files.

7,000 jacket requests per year (approximately 600 per month).

1,600 new jackets per year (approximately 130 per month) for data entry and processing.

2,400 jackets per year (approximately 200 per month) retired to FRC (see assumptions below).

All new jacket data entry, jacket requests, transfers and jacket relocations shall be completed within one (1) business day of the action requested by EPA.

A complete jacket “shelf “inventory shall be completed by the contractor at least once per month.

Assumptions Specific to this Subtask:

The number of physical jackets will decrease as more jackets are imaged and stored electronically over the course of this task order. Also, electronic filing during the course of this task order may replace many of the jacket management activities.

All activities related to FRC retirements are currently performed by EPA staff and/or other contractors. The contractor shall coordinate these activities with EPA staff and/or other contractors.

TASK 3: Pesticide Studies and Technical Document In-Processing

Overview

The OPP technical document archive contains about 400,000 documents, and this collection grows at a rate of approximately 800 new documents per month. Most of the documents are unpublished scientific reports on the properties and effects of pesticides which pesticide

companies submit to EPA. The collection also contains published materials, documents created or compiled by OPP staff and other documents types.

OPP's primary master files are image databases that currently reside on a combination of microfiche, CDs and Storage Area Network (SAN) and are located in OPP's office space. An extensive automated index system manipulates the image database. The index system includes:

- A complete bibliographic description of each document
- Full subject indexing
- A record of document provenance
- Cross references to related documents

The index system resides on OPP's Local Area Network (LAN) in an Oracle database. OPP can obtain interactive retrievals and document bibliographies from it using chemical names or indexing terminology queries.

Subtask 3. A. Archiving Technical Documents

1. The contractor shall notify the COR whenever a new document fails to meet the formatting standards, and the contractor shall provide the COR with a list of all of the areas where the document failed the contractor's screening. The COR will provide new documents to the contractor for the contractor to add to OPP's collection.
2. The contractor shall first screen a new document to ensure that it complies with established formatting standards prior to adding it to OPP's collection. The COR will verify the status of any document that fails the contractor's screening process, and will notify the document submitter of the deficiencies that the contractor found in the document.
3. The contractor shall assign a Master Record Identifier (MRID), which is an eight-digit number that is used to identify each study document that passes the contractor's screening process. The contractor shall add the documents to OPP's collection. The contractor shall also use the MRID when the contractor indexes the documents in OPP's electronic database system (OPPIN).

Subtask 3. B. Initial Study Document Screening

A data "submission" consists of one or more "studies" submitted by a pesticide company in support of a particular regulatory action. A pesticide company may submit studies in either on paper or in electronic format. A pesticide company usually submits an average number of studies per year but the number can range between one (1) and more than 100 studies. Pesticide Regulation (PR) 86-5 requires a company to submit three (3) copies of each study that the company submits.

1. The contractor shall screen incoming data submissions for compliance with the format requirements contained in PR Notice 86-5, 40 CFR 158.32 and 33

(available at, http://www.epa.gov/opppmsd1/PR_Notices/pr86-5.html) or their future successor(s). The contractor shall assign an MRID for each study that passes the contractor's screening process.

2. The contractor shall process other EPA documents related to pesticides such as Administrative Records for Re-Registration Eligibility Documents (REDS). These other documents do not fit EPA's established formatting standards. The contractor shall process these documents as part of the contractor's normal workload as described below:

- Pick up submissions from the Document Processing Desk at least once in the morning and once in the afternoon with the last afternoon pick-up being no earlier than 3:00 p.m. Eastern Time (ET).
- Log in all submissions on the day of receipt, using software provided by EPA, and assign a root-MRID to each submission. (The root-MRID consists of the first six of the eight (8) digits in an MRID.)
- Capture the following submission history attributes: submitter, submission date, and reason for submission. Questions regarding submissions must be brought to the attention of the Task Order COR by 5:00 p.m. ET on the day of receipt.
- Review each study for compliance with established standards for format and quality (PR Notice 86-5), 40 CFR 158.32 and 33 (available at, http://www.epa.gov/opppmsd1/PR_Notices/pr86-5.html) or their future successor(s) identifying and recording any significant deficiencies in the supporting automated system.
- Submit all deficient submissions to a designated area for quality assurance review by EPA staff.
- Generate a report of the results of the diagnostic review, and append the report to each submission.
- Prepare unacceptable studies for transfer to designated EPA staff. Prepare acceptable studies for indexing, imaging, and distribution.
- Deliver all accepted hard copy studies to designated staging area for pickup by the imaging contractor.
- Deliver electronic "Batching, Shipping and Destruction Tracking" text files to the imaging contractor, via email, at designated periods.

3. SPECIAL PROJECT

- Place gummed labels on each page of the three (3) page maintenance fee

forms. There are approximately 1,700 forms that need to be labeled. This would require placing about 5,100 labels on 5,100 pages (i.e., 3 * 1,700).

- EPA will provide gummed labels with the company names and addresses.
- Place one (1) mailing label on the green card of each certified envelope and place another label on the envelope itself. Affix the post office required certified sticker to the top of each envelope.
- There are about 1,700 envelopes which would require placing 3,400 gummed labels and 1,700 certified stickers.
- EPA will provide the gummed labels printed with the company names and addresses. EPA will also provide the certified stickers.
- Stuff maintenance fee envelopes with 1) generic cover letter; 2) generic instructions; 3) company specific form; and 4) company specific product listings.
- Approximately 1,700 envelopes will have to be stuffed. The company name/number on the label of the envelope must match the company name/number on the label on the form and the company name/number on the product listings.
- EPA will provide cover letter, instructions, and product listings. The "stickered" forms are the output of week 1's work.
- All work must be completed within this three (3) week period.

Quality Standard

The contractor shall maintain records regarding the identification and data input of the submitter, the submission date, the reason for submittal, and diagnostic codes for acceptance/rejection. The contractor shall maintain accuracy of 100% for all of the contractor's error corrections. The contractor shall detect patterns of errors and ensure that the contractor's staff is trained so that the contractor's staff does not repeat them. The contractor shall deliver a hard copy of each reviewed study to the COR designated area for the imaging contractor to pick-up. The contractor shall transmit an e-mail simultaneously to the COR, and to the imaging contractor's e-mail Inbox whenever the contractor has placed these hard copy documents in the staging area. This notifies them that the contractor has documents ready for the imaging contractor to pick-up.

Processing Requirement

OPP receives 9,600 total pesticide studies (from 2,600 submissions) per year of which 1,300 studies (from 750 submissions) are non-fee for service (FFS) related

documents. The contractor shall process an estimated average volume of 220 monthly submissions containing 800 studies per month. The contractor shall log-in all submissions on the day that the contractor receives the studies from the COR. The contractor shall review all submissions and accept or reject them within 16 business days of receiving action from the COR.

Subtask 3. C. Maintenance of the Study Index

1. The contractor shall use one copy of an accepted study to perform its indexing. EPA will provide the contractor with all of the existing software and hardware that the contractor shall use for maintaining the Study Index. The contractor shall check for study duplications against the master file in OPP's database system. After the contractor completes the quality control process the contractor shall capture, edit and release for posting the updated transactions into the master files of OPP's electronic database system.
2. The contractor shall check each new document against the study master index to determine if the document duplicates or is otherwise related to another document already in the file. The contractor shall use both bibliographic attributes (such as author, date, and title) and substantive attributes of each document (such as subject, type of study, or performing laboratory) as the contractor's arguments while performing this check. Historically, less than 10 percent of new documents are found to be duplicates. The contractor shall encounter other documents that are related in other ways such as a summary, commentary, or supplement.
3. The Contractor shall capture all automated transactions needed for addition to the automated study index and add cross references to the existing Master Records of studies that contractor determines are related to other documents in the transaction stream. The contractor shall first capture all of the critical identifiers from the title page of the new document using the EPA-provided menu-driven software. This software will rearrange title page elements into a complete bibliographic citation, and will suggest other structured indexing that the contractor shall confirm. The contractor shall make any required changes, supplement the required system-generated indexing and release the record for further contractor processing.
4. The Contractor shall perform quality checks on all study indexing transactions that the contractor generates to ensure accuracy and compliance with the COR's technical direction. The EPA-provided software fully supports this quality check process. Release all quality checked transactions for the contractor to post to the study indexing master file using EPA provided software.
5. Verify that all of the contractor's studies indexing transactions have been accepted by the automated indexing system. The contractor shall then pass the paper source documents to the designated EPA staff for destruction in accordance with EPA's Confidential Business Information (CBI) procedures.

The contractor shall ensure that the contractor's work has been updated in the automated indexing master files.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) with respect to the selection of indexing terms and the contractor's data entry of those terms. The contractor shall maintain accuracy of 100% for all error corrections. The contractor shall detect patterns of errors and ensure that they are not repeated.

Processing Requirement

The contractor shall process an estimated average volume of 800 studies per month (of which approximately 100 are non-FFS related) that the contractor receives during the contractor's initial document screening process. The contractor shall index and post all studies to the study automated index in OPP's database system within eight (8) business days after the contractor logs-in the studies.

Subtask 3. D. Support of Data Entry Integrity, Management, and Document Cleanup Projects

1. The contractor shall provide assistance to OPP with maintaining the quality of the data and information about pesticide studies. When users of OPP's electronic information systems discover errors in data entries regarding pesticides and notify OPP of these errors, OPP has to correct those entries. The COR will assign projects to the contractor. The contractor shall make the corrections and/or updates to the data entries. The COR will provide the contractor with specific written technical direction for the support that the contractor shall provide as well as a timetable for the contractor to complete a project. Each individual project that the COR provides to the contractor will contain no more than 100 items and each item will contain no more than 10 data elements per item: e.g. author, date, laboratory, etc. Some of the examples of support the contractor shall provide include:

Reviewing and revising study data and study citations that OPP's information system users have reported to OPP as having errors

Reviewing the study source documentation

Updating pesticide study citations and other study information required for data integrity

Updating pesticide study citations and other study information that changes to regulations, EPA management directives or international agreements mandate

2. The contractor shall update transactions posted to the OPP electronic information systems.
3. The contractor shall provide the COR with status reports as the contractor performs each project. The contractor's status report shall include accounting for any updates which the contractor was unable to make to OPP's files or to OPP's electronic information systems because of the contractor lacked supporting source documentation, or because the contractor encountered technical issues with OPP's electronic information system, (i.e. database permissions or network issues), and the contractor shall list all of the technical issues.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) for all records that the contractor updates and/or adds to the files and to OPP's electronic information systems which the COR will calculate on a monthly basis. The contractor shall maintain an accuracy of 100% for all projects the COR classifies as error corrections.

Processing Requirement

The contractor shall process an estimated maximum volume of six (6) projects per month. The contractor shall correct all errors and return all source documents to the file within five (5) business days after the contractor receives the source documents from the COR. Special administrative projects shall be completed within one (1) business day of receipt of action by the contractor, or as otherwise directed by the COR.

The contractor's effort in Subtask 3.D shall involve general corrections and cleanup. These projects are related to data entry corrections/cleanup and are not related to database table corrections/cleanups, (such as those related to database migration issues or large-scale pesticide classification changes), which other EPA divisions or branches perform.

The contractor's corrections to errors (e.g., errors that the contractor made during the contractor's current performance period of these Subtask Activities) are not included in the maximum processing requirement. The contractor shall correct all "current" errors within one (1) business day of receipt of action by the contractor.

Subtask 3. E. Document Scanning and Shredding/Destruction

The contractor shall arrange for scanning and/or shredding/destruction of hard copy study documents, such as Personally Identifiable Information, etc., through a secure facility. A record shall be kept of all documents scanned, if not shredded/destroyed, on a report. In addition, a record of all shredded/destroyed documents shall be provided and the destruction facility shall certify destruction. Since the majority of these documents will be hard copies of pesticide studies used for indexing, the "record of destruction" may be a list of the master record identifier (MRID's) generated from the PDMS indexing tracking system or a list of batch numbers generated by the same system. The majority of these

documents will be picked up on the Sixth floor and Fourth floor of One Potomac Yard, 2777 South Crystal Drive, Arlington, VA 22202.

Estimated Volume:

The estimated volume for this subtask is approximately three thousand (3,000) pounds of documents per month.

Quality Standard:

Documents (hard copy) destroyed through a secure facility.

Scanned document(s) must be quality controlled (QC'd) to ensure accuracy. Each page must be scanned from a multipage document and must be readable prior to having the original document destroyed.

Timeliness Standard:

Documents must be picked up within two (2) business days of notification by the Contracting Officer Representative.

Deliverables:

Certificate of Destruction

Subtask 3. F. Help Desk and Data Management for Pesticide Maintenance Fee Billing and Application Cycle

1. The contractor shall answer all questions associated with the pesticide maintenance fee on the Toll Free 800 number maintenance fee help line.
2. The contractor shall assist with the processing, data entry, filing and scanning of the pesticide maintenance fee company submissions.

Subtask 3. G. [OPTION CLIN] Support of Endocrine Disruptor Screening Program (EDSP)

Overview of EDSP Development

1. The EDSP was established in 1998 to carry out the mandate in section 408(p) of FFDCA [21U.S.C. 346a et seq.], which directed EPA ``to develop a screening program . . . to determine whether certain substances may have an effect in humans that is similar to an effect produced by a naturally occurring estrogen, or such other endocrine effect as the Administrator may designate."
2. The ultimate purpose of the EDSP is to provide information to the Agency that will allow the Agency to evaluate the risks associated with the use of a chemical and take appropriate steps to mitigate any risks. The necessary information includes identifying any adverse effects that might result from the interaction of a

substance with the endocrine system and establishing a dose-response curve. FIFRA section 3(c)(2)(B) explicitly directs EPA to send notices of data requirements (referred to as ``Data Call-In notices" or ``DCI notices") to all registrants affected by the data requirement.

Planned DDMS Activities Related to EDSP

The contractor shall be required to provide technical support of the EDSP as described in Subtask 2.K. EPA continues to develop the EDSP. This may affect the subtasks in this task order. Such screening activities are expected to involve a checklist as described in Subtask 2.K. Currently, these plans have not been fully developed; however, the contractor should be aware that EPA expects such DDMS activities related to EDSP as described in Subtask 2.K.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy (i.e., no more than three (3) errors per month) for all records that the contractor updates and/or adds to the files and to OPP's electronic information systems which the COR will calculate on a monthly basis. The contractor shall maintain an accuracy of 100% for all projects the COR classifies as being error corrections.

Processing Requirement

The contractor shall process an estimated amount of approximately 1,200 "call in" responses per year, which is approximately 100 input source files per month. The contractor shall complete the processing of all actions within 10 business days of receipt of action and return all source documents to the File Room within one (1) business day upon completion.

TASK 4: Label Use Information System (LUIS)

Overview

OPP's PRISM Label Use Information System (LUIS) is an automated pesticide information system that contains a summary of the legal uses of registered pesticides products from accepted pesticide labels that are undergoing registration review and endangered species assessments. Two (2) of the main unique features of the LUIS reports are the (1) detailed information provided for each site, including the various application methods (types, timings, and equipment), re-entry intervals, etc. and (2) maximum application rates provided for each site, which are captured in terms of both product and active ingredient (a.i.). OPP uses the LUIS report to obtain the maximum labeled use patterns to support registration review and endangered species risk assessment work.

Subtask 4. A. Label Use Information System (LUIS) Extraction

1. The Contractor shall perform all tasks associated with developing and generating Label Use Information System Extraction Reports

The Weekly Production Reports shall emphasize production status, schedule status, and quality activity. These reports are due by COB, Wednesday of each week.

The COR will use the Monthly Status Report (MSR) to review the contractors work, monthly. These reports shall be delivered on a monthly basis. Specific delivery dates will coincide with the task order financial reporting cycle.

2. The Contractor shall maintain and update the LUIS as described below:

The contractor shall extract from approved pesticide labels and associated documentation, pesticide use pattern information (e.g., sites, rates of application, methods of application, use pattern limitations) for all pesticide products newly registered or subject to an amendment of registration. Pesticide products identified for extraction will be documented in a label tracking report (provided by COR).

Enter pesticide use pattern information extracted in Subtask 4. A. 2. using software, equipment and technical guidance provided by the COR. Any modifications and/or updates to the technical guidance documents will be provided to the contractor by the COR. These documents include procedures for obtaining, caring for and returning to EPA the product labeling to be processed; rules and precedents for interpreting label use information, and language; user guides for entering the labeling data into the system; and guidance for identifying issues to be brought to the attention of the COR.

The EPA staff will review all of the contractor completed work within 21 days of receiving the QC error reports along with copies of the labeling. The COR will provide a LUIS checklist, and summary sheets for each extracted product notifying the contractor whether or not each report is acceptable. Where the reports are deemed unacceptable, the COR will provide the contractor a list of deficiencies requiring rework and/or correction.

Correct and deliver to the COR all rework within seven (7) business days of notification by the COR that rework is required. The contractor shall deliver to the COR all original LUIS QC checklist deficiency resolutions upon delivery of final Quality Assurance/Quality Control reports. The COR will provide a list of error tracking reports to the contractor once a month. The contractor shall review the error tracking report and submit a summary of the error resolutions within 14 business days after receiving the list specified by the COR.

Quality Standard

The contractor shall maintain a quality standard of data input accuracy of no more than an average of three (3) errors per label per deliverable, and the contractor shall continually scrutinize EPA generated error reports and deliverable feedback to look for patterns of repetitive errors. The contractor shall be responsible for educating its staff regarding repeated error-related behaviors to increase staff awareness about the error reports before they become a pattern, thereby avoiding errors and rework as the LUIS work matures.

The contractor shall maintain a quality standard of data input accuracy of completed product label deliverables as defined by EPA's schedule. The contractor shall ensure 100% accuracy of error corrections.

The contractor shall ensure that reports are complete and inclusive of all pesticide registrations on the label tracking report provided by EPA.

The contractor shall update LUIS records for all products specified by the COR within 14 business days of receipt of action by the contractor.

4.0 Work Products / Deliverables

Task/Subtask	Deliverables/Work Products	Due Dates
Task 1	Weekly Production Status Reports	Delivered to the COR every Tuesday after the previous weekly reporting period (Monday-Friday).
Task 1	Monthly Financial Status Reports	Delivered to the COR on the 1 st day of the month or the next business day if the 1 st falls on a weekend or a contractor designated holiday.
2.A.	Appropriate information Extracted From Pesticide Applications and Regulatory Decision Documents and Posted to the Appropriate Automated Information Systems	Processing completed and source documents returned to the file room, within one (1) business day of receipt of action by the contractor.
2.B.	Appropriate Information Extracted From Pesticide 24(c) Applications and Regulatory Documents and Posted to the Appropriate Automated Information Systems	Processing completed and source documents returned to the file room or COR designee, within one (1) business day after the contractor receives source documents from the COR.
2.C.	Appropriate information extracted from EPA regulatory files, EUP applications and other source documents and posted to appropriate automated information systems.	Processing of all new EUP actions and all source documents returned to the File Room within one (1)

Task/Subtask	Deliverables/Work Products	Due Dates
		business day after the contractor receives the source documents from the COR.
2.D.	Capture information about Supplemental Distributor Registrations	Acknowledgement letter to supplemental distributor generated within six (6) business days after the Agency provides the information to the contractor for processing.
2.E.	Appropriate information extracted from EPA regulatory files and other source documents and posted to appropriate automated information systems.	Processing and posting completed and source documents returned to the file room, within ten 10 business days of receipt of source documents by the contractor.
2.F.	Review and Update Labels in the Pesticide Product Label System (PPLS)	Review of product jackets and comparison of the latest stamped/approved product label to PPLS label date and appropriate updates and preparations for imaging labels completed on the dates specified by the COR in writing. All data captured and entered within 10 business days after the contractor receives the source documents from the COR.
2.G.	Capture information about Pesticide Tolerances	Appropriate information extracted from EPA Federal Register Notices (daily) and posted to appropriate automated information systems within one (1) business day of receiving the action from the COR or designated EPA personnel.
2.H.	Support of Data Entry Integrity OPP information systems through Pesticide Product File Cleanup Projects	Completed within seven (7) business days after the contractor receives the source documents.

Task/Subtask	Deliverables/Work Products	Due Dates
2.H.	Maintain quality of information in special data testing, work priority shifting, data cleanup or special administrative projects.	In accordance with the COR's written technical direction or within one (1) business day after the COR notifies the contractor of any errors.
2.I. (A)	Capture information about pesticide incident reports (For packages of less than 25 incidents)	Incident information posted to appropriate information systems All errors corrected within three (3) business days after the COR notifies the contractor of any errors.
2.I. (B)	Capture information about pesticide incident reports (For packages of more than 25 incidents)	Incident information posted to appropriate information systems All errors corrected within three (3) business days after the COR notifies the contractor of any errors.
2.J.	Capture Site and Pest Code Vocabulary Data	Processing completed and source documents returned to the COR or designated EPA personnel, assigned in writing by the COR, within five (5) business days after the contractor receives the data input errors and the source files from the COR. Appropriate information posted to the automated information systems in accordance with the COR's written technical direction.
2.K.	Perform Document Completeness Screening ("21-day" screen) In Accordance With the Pesticide Registration Improvement Renewal Act (PRIA)	Initial PRIA screening performed within 10 business days of receipt of action by the contractor and return all source documents to the File Room within one (1) business day of completion. The contractor shall also commence the "21-day screening" in accordance with the

Task/Subtask	Deliverables/Work Products	Due Dates
		completeness requirement established by PRIA. Missing content shall be received within 10 business days. The contractor shall report all unresolved data entry anomalies by COB on the day that the contractor encounters them.
2.L.	[OPTION CLIN] Operate the Document Processing Desk (DPD)	All incoming mail or actions (or electronic equivalent) are processed and routed to appropriate areas within one (1) business day of receipt by the contractor.
2.M.	[OPTION CLIN] Operate the Front-End Processing Unit (FEPU)	All FEPU activities completed within three (3) business days of receipt of action by the contractor.
2.N.	[OPTION CLIN] Operate the Registration Jacket File Room (JFR)	All new jacket data entry, jacket requests and transfers/relocations shall be completed within one (1) business day of receipt of action by the contractor.
3.A.	Archiving Technical Documents	Notification to the COR is required whenever a new document fails to meet the formatting standards.
3.B.	Pesticide Studies - Initial document screening	All studies reviewed within eight (8) business days after contractor receives the studies from the COR.
3.C.	Maintain Study Index	Appropriate information extracted from studies and posted to appropriate automated information systems within eight (8) business days of receipt of action from contractor or in accordance with the COR's written technical direction.

Task/Subtask	Deliverables/Work Products	Due Dates
3.D.	Support of Data Entry Integrity and Pesticide Studies Cleanup Projects	Maintaining quality of information in OPP information systems through special data testing, work priority shifting and data cleanup projects in accordance with the COR's written technical direction. Cleanup and errors corrected and returned to the File Room within five (5) business days after receiving the list of errors from the COR. Special administrative projects shall be completed within one (1) business day of receipt of action by the contractor or as directed by the COR.
3.E.	Document Scanning and Destruction. Scanned documents must be uploaded to an EPA approved repository database or storage system.	Volume pick up is three-thousand (3,000) pounds per month. Pick up within 2 days of request. Pickup and shred/destroy thru a secure facility. Contractor shall scan all documents within the time frame provided by the COR and agreed to by the Contractor's PM. Volume of documents will vary.
3.F.	Help Desk for Maintenance fee billing and application cycle.	Contractor will answer any questions associated with maintenance fee(s).
3.G.	[OPTION CLIN] Support of Endocrine Disruptor Screening Program (EDSP)	Complete processing of all actions within 10 business days of receipt of action by the contractor and return all source documents to the File Room within one (1) business day of receipt of action by the contractor.
4.A.	Label Use Information System (LUIS) Extraction	Creation and submission of weekly production reports and monthly MSR reports.

Task/Subtask	Deliverables/Work Products	Due Dates
4.A.	Maintain and Update the Label Information System	Quality Control Report due by the last business day of each month. Provide an updated label tracking report to the COR prior to the delivery of the Environmental Fate and Effects Division (EFED) spreadsheet for secondary QC. Weekly updated error report. Update LUIS records for all products specified by the COR within 14 business days of receipt of action by the contractor. All rework/error corrections must be completed within seven (7) business days of notification by the COR.

5.0 SPECIAL REQUIREMENTS

5.1 Confidential Business Information (CBI)

All contractors and subcontractors shall be subject to clearance for the handling of CBI per the *FIFRA Information Security Manual*.

5.2 [Privacy Act](#)

All contractors and subcontractors shall adhere to FAR **52.224-1 Privacy Act Notification**, EPAAR 48 CFR Subpart 24.104. The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the task order specifically identifies—

- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform

Privacy Act Notification (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations.

Violation of the Act may involve the imposition of criminal penalties.

5.3 Travel

No travel is anticipated and is not authorized.

5.4 Government Furnished Equipment (GFE)/ Government Furnished Property (GFP)

The Agency will provide the following government equipment and property for on-site contractors:

- 1 monitor per contractor employee
- 1 docking station per contractor employee
- 1 laptop per contractor employee
- 1 keyboard per contractor employee
- 1 mouse per contractor employee
- 1 telephone per contractor employee
- 1 cubical per contractor employee
- 1 chair per contractor employee
- 1 desk per contractor employee
- Software per contractor employee
- LAN Access per contractor employee
- Network and database permissions per contractor employee
- Voice mail per contractor employee
- Email per contractor employee
- 1 printer located in the common area
- 1 Xerox machine in the common area
- 1 scanner in the common area
- 1 fax machine in the common area

The EPA will provide the necessary servers to perform the extraction activities at the EPA designated facility in Potomac Yards 2777 Crystal Drive, Arlington, VA 22202.

GFE/GFP used in the performance of this work shall be managed and maintained by EPA or other, non-DDMS contractor(s).

5.5 Government Furnished Information (GFI)

The Government will provide the LUIS software and routine maintenance support associated with its operation. The Government will host the LUIS version 11.0. The Government shall update LUIS using the required software enhancements and Government-owned equipment. The COR will provide technical guidance and work assignments to the contractor's on-site project manager who will disseminate it among the contractor's staff. The COR will provide any modifications and/or updates to the

technical guidance to the contractor's on-site Project Manager.

5.6 Technical Guidance Documents:

5.6.1 The technical guidance documents associated with this PWS include:

- Procedures for obtaining, caring for, and returning to EPA the product labeling to be processed.
- Standardized vocabularies for describing pesticide use, and guidance for contractor staff to interpret and use.
- Rules and precedents for interpreting label use information and language.
- User guides for entering the labeling data into the system.

5.6.2 The Technical Procedures Manual is attached to the Request for Quote and titled, *Attachment 7 Pesticide Product Information System (PPIS) Procedure Manual*.

5.7 Inherently Governmental Functions

The contractor shall not perform any inherently governmental functions under this task order. In order to ensure that inherently governmental functions are not performed by the contractor, additional policies and procedures are stated in Federal Acquisition Regulation Subpart 7.5, which is provided at the following web link:

https://www.acquisition.gov/far/html/Subpart%207_5.html

5.8 Quality Assurance Documentation Requirements

The contractor shall submit the quality assurance project plan within 30 calendar days after award. The quality assurance project plan (QAPP) shall be in accordance with clause FAR 52.246-11 Higher-Level Contract Quality Requirement. The QAPP will not only be reviewed for the presence of each element in the R-5 document, but also for the quality of content within each element, pertinent to each of the tasks described in the task order's PWS and an overall demonstrated understanding of EPA's quality system.

The QAPP shall be reviewed by the COR and the programs Quality Assurance Officer for acceptance. An unacceptable plan will require modifications to be fully acceptable.

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ATTACHMENT 2

TASK ORDER TERMS AND CONDITIONS

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation

(FAR): http://www.acquisition.gov/sites/default/files/current/far/html/Subpart%207_1.html

Environmental Protection Agency Acquisition Regulation (EPAAR):

http://www.ecfr.gov/cgi-bin/textidx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Environmental Protection Agency Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

[END OF CLAUSE]

The terms and conditions of the GSA Federal Supply Schedule (FSS) contract(s) TBD at time of award are hereby incorporated by reference. Clauses found in the GSA FSS contract(s) are listed here are to provide emphasis.

The following clauses are incorporated by reference:

FAR	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) – FOUND IN GSA FSS
FAR	52.219-13	NOTICE OF SET-ASIDE OF ORDERS (NOV 2011) – FOUND IN GSA FSS
FAR	52.219-14	LIMITATIONS ON SUBCONTRACTING (JAN 2017) – FOUND IN GSA FSS
FAR	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984) – FOUND IN GSA FSS
FAR	52.227-14	RIGHT IN DATA CLAUSE- GENERAL (MAY 2014) – FOUND IN GSA FSS
FAR	52.232-33	PAYMENT OF ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013) – FOUND IN GSA FSS

FAR	52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003) — FOUND IN GSA FSS
FAR	52.242-15	STOP-WORK ORDER (AUG 1989) — FOUND IN GSA FSS
FAR	52.245-1	GOVERNMENT PROPERTY (JAN 2017)
EPAAR	1552.203-71	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (JUL 2016)
EPAAR	1552.208-70	PRINTING (SEP 2012)
EPAAR	1552.211-75	WORKING FILES (APR 1984)
EPAAR	1552.211-79	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JUL 2016)
EPAAR	1552.216-79	AWARD TERM AVAILABILITY OF FUNDS (FEB 2008)
EPAAR	1552.235-70	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (APR 1984)
EPAAR	1552.235-71	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (APR 1984)
EPAAR	1552.235-77	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (DEC 1997)
EPAAR	1552.235-79	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APR 1996)
EPAAR	1552.235-80	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (OCT 2000)

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)—FOUND IN GSA FSS

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the schedule. The quantities of supplies and services specified in the schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The contractor shall furnish to the government, when and if ordered, the supplies or services specified in the schedule up to and including the quantity designated in the schedule as the “maximum.” The government shall order at least the quantity of supplies or services designated in the schedule as the “minimum.”
- (c) Except for any limitations on quantities in the order limitations clause or in the schedule, there is no limit on the number of orders that may be issued. The government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the basic contract ordering period [date TBD at award based on the Schedule contract].

FAR 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the performance of the numbered line item, identified in the Schedule as an

option item/CLINs, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the task order performance period. Performance of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) —FOUND IN GSA FSS

The government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the secretary of labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within the task order performance period.

EPAAR 1552.217-77 OPTION TO EXTEND THE TERM OF THE CONTRACT FIXED PRICE (OCT 2000)

The government has the option to extend the term of this contract for four (4) additional period(s). If more than 30 calendar days remain in the contract period of performance, the government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 calendar days of the period of performance, the government must provide to the contractor written notification prior to that last 30-day period. This preliminary notification does not commit the government to exercising the option. Use of an option will result in the following contract modifications:

(a) The “period of performance” clause will be amended as follows to cover the base and option periods:

Period	Start date	End date
Base Period	Date of award	Date of award + 1 year
Option Period 1	Date of award + 1 year	Date of award + 2 years
Option Period 2	Date of award + 2 years	Date of award + 3 years
Option Period 3	Date of award + 3 years	Date of award + 4 years
Award Term Period	Date of award + 4 years	Date of award + 5 years

(b) During the option period(s) the contractor shall provide the services described below:

See task order Performance Work Statement (PWS)

(c) The “Consideration and Payment” clause will be amended to reflect increased fixed prices for each option period as follows:

Period	Task 2 (A-K)	Task 3 (A-F)	Task 4	Total
Option Period 1	\$	\$	\$	\$
Option Period 2	\$	\$	\$	\$
Option Period 3	\$	\$	\$	\$
Award Term Period	\$	\$	\$	\$

EPAAR 1552.216-77 AWARD TERM INCENTIVE (FEB 2008)

- (a) General. This contract may be extended as set forth in paragraph (b) based on overall contractor performance as evaluated in accordance with the clause entitled “award term incentive plan,” provided the agency has a need for the effort at or before the time an award term is to commence, and if the contractor receives notice of the availability of funding for an award term period pursuant to the “award term availability of funds” clause. The contracting officer is responsible for the overall award term evaluation and award term decision. The contracting officer will unilaterally decide whether or not the contractor is eligible for an award term extension, and in conjunction with the contracting officer's representative, will determine the need for continued performance and funding availability.
- (b) Period of performance. Provided the contractor has achieved the performance measures, e.g., acceptable quality levels, set forth in the clause “award term incentive plan,” the contracting officer may extend the contract by exercising one (1) additional award term incentive period(s) of twelve (12) months each. The total maximum period of performance under this contract, if the government exercises any option periods and all award term incentive periods is five (5) years (excludes additional time under clause FAR 52.217-8 Option to Extend Services).
- (c) Right not to grant or cancel the award term incentive.
 - (1) The government has the unilateral right not to grant or to cancel award term incentive periods and the associated award term incentive plans if—
 - (i) The contracting officer has failed to initiate an award term incentive period, regardless of whether the contractor's performance permitted the contracting officer to consider initiating the award term incentive period; or
 - (ii) The contractor has failed to achieve the performance measures for the corresponding evaluation period; or
 - (iii) The government notifies the contractor in writing it does not have funds available for the award term incentive periods; or
 - (iv) The government no longer has a need for the award term incentive period at or before the time an award term incentive period is to commence.
 - (2) When an award term incentive period is not granted or cancelled, any—
 - (i) Prior award term incentive periods for which the contractor remains otherwise eligible are unaffected.
 - (ii) Subsequent award term incentive periods are thereby also cancelled.
- (d) Cancellation of an award term incentive period that has not yet commenced for any of the reasons set forth in paragraph (c) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive is cancelled, a unilateral modification will cite this clause as the authority.
- (e) Award term incentive administration. The award term incentive evaluation(s) will be completed

in accordance with the schedule in the award term incentive plan. The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive no later than 120 days after an evaluation period.

- (f) Review process. The contractor may request a review of an award term incentive evaluation which has resulted in the contractor being ineligible for the award term incentive. The request shall be submitted in writing to the contracting officer within 15 days after notification of the results of the evaluation.

EPAAR 1552.216-78 AWARD TERM INCENTIVE PLAN (FEB 2008) ALTERNATE 1 (FEB 2008)

- (a) The Award Term Incentive Plan provides for the evaluation of performance, and, together with Agency need and availability of funding, serves as the basis for award term decisions. The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the task order through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.
- (b) At the conclusion of each task order year, an average task order rating shall be determined by using the numerical ratings (found in Attachment 9 Conversion of the Federal Acquisition Regulation (FAR) Subpart 42.1503 Table 42-1—Evaluation Rating Definitions to Numerical Ratings) entered into the Department of Defense Contractor Performance Assessment Reporting System (CPARS) for this task order. The CPARS is an interactive database located on the Internet which EPA uses to record contractor performance evaluations.
- (c) The task order year average rating shall be obtained by dividing the combined ratings by the number of ratings applicable to this task order, for example:

Criteria	Rating
Quality	5
Schedule	4
Management	5
Regulatory Compliance	4
Cost Control (Not required for Fixed Price type contracts/orders)	Not applicable
Small Business Subcontracting	Not applicable
Other Areas	Not applicable
	18 (combined rating)
	Divided by 4 (number of ratings)
	Equals 4.50 contract year average rating

- (d) The contractor shall be evaluated for performance from the start of the task order through Year Three Option Period 2. The average rating for each task order year (as derived in paragraph (c) above) will be combined and divided by three (3) evaluation periods (the base period, option period 1, and option period 2) to obtain an overall average rating, for example:

Evaluation Period	Average Rating
Year One – Base Period	4.50
Year Two – Option Period 1	4.75

Year Three – Option Period 2	4.75
	14.00 (combined average rating)
	Divided by 3 (number of evaluation periods)
	Equals 4.66 overall average rating

- (e) Based on the overall average rating as determined under paragraph (d), provided that no individual rating, i.e., Quality, Schedule, Management, or Regulatory Compliance is below a 3.00, the contractor shall be eligible for the following award term periods:

- (1) Overall average rating of 4.60 to 5.00—One (1) award term incentive periods of twelve (12) months.

FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

- (a) The Contractor shall comply with the higher-level quality standard(s) listed below.

(X)	Title	Number	Date	Tailoring
X	Specifications and Guideline for Quality Systems and Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	2014	See below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and task order require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below

In addition, after award of the task order, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the task order, the Contractor shall also implement all quality documentation approved by the Government.

EPA quality requirements documents may be accessed electronically at: <http://www.epa.gov/quality/>.

A. Pre-award Documentation:

The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

(X)	Documentation	Specifications	Due
X	Quality Management Plan	EPA R-2 "EPA Requirements for Quality Management Plans" at https://www.epa.gov/quality/epa-qar-2-epa-requirements-quality-management-plans	With offer

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the task order.

B. Post-award Documentation:

The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

(X)	Documentation	Specifications	Due
X	Quality Assurance Project Plan for Each Applicable Project	EPA QA/R-5, EPA Requirements for Quality Assurance Project Plans document, located at http://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans	Within 30 calendar days after award

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the Contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval. The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require—

- (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
- (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

**EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 1994)
ALTERNATE I (SEP 1998)**

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within

five (5) working days.

- (c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.
- (d) Remedies—The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

**EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (MAY 1994)
ALTERNATE I (JAN 2015)**

- (a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.
- (b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.
- (c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

- (d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009)

- (a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

- (b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:
 - (1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and
 - (2) Evaluation and acceptance of reports or other deliverables.
- (c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:
 - (1) Requires additional work outside the scope of the contract or task order;
 - (2) Constitutes a change as defined in the "Changes" clause;
 - (3) Causes an increase or decrease in the estimated cost of the contract or task order;
 - (4) Alters the period of performance of the contract or task order; or
 - (5) Changes any of the other terms or conditions of the contract or task order.
- (d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.
- (e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:
 - (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

- (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
- (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.
- (f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.
- (g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

EPAAR 1552.237-72 KEY PERSONNEL (APR 1984)

- (a) The Contractor shall assign to this contract the following key personnel:

Name TBD, Project Manager, Company Name TBD

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS (JUN 1999)

- (a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (b) Contractor personnel under this contract shall not:
 - (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
 - (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
 - (3) Be used in administration or supervision of Government procurement activities.

- (c) Employee relationship.
 - (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
 - (2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.
- (d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.
 - (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
 - (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
 - (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
 - (4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
 - (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.
- (e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
 - (1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
 - (2) The Contracting Officer will promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
 - (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
 - (ii) Countermand any communication regarded as a violation,
 - (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
 - (iv) In the event the notice is inadequate to make a decision, advise the Contractor what

additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION (LOCAL CLAUSE)

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line items [TBD: FILLIN#1#insert number] through [TBD: FILLIN#2#insert number] are severable and may be incrementally funded. For these items, the sum of \$[TBD: FILLIN#3#insert dollar amount] of the total price is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least five (5) calendar days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for

the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government"
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

Period	Prior Amount	This Modification	New Amount
Base Period	\$TBD	\$	\$
Option Period 1	If exercised		
Option Period 2	If exercised		
Option Period 3	If exercised		
Award Term Period	If eligible and exercised		

Total Maximum Amount: [TBD: FILLIN#6#insert dollar amount]

Funded Amount: [TBD: FILLIN#7#insert dollar amount]

EPA-B-32-104 CONSIDERATION AND PAYMENT (LOCAL CLAUSE)

- (a) Payment shall be made monthly in arrears for services performed during the preceding month at the fixed-price rate of [TBD: FILLIN#1#insert dollar amount] per month for the base period. If Options are exercised as identified in Section H, the fixed-price for Option Period 1 shall be [TBD: FILLIN#2#insert dollar amount] per month; for Option Period 2 the fixed-price shall be [TBD: FILLIN#3#insert dollar amount] per month; for Option Period 3 the fixed-price shall be [TBD: FILLIN#4#insert dollar amount] per month; and for Award Term Period the fixed-price shall be [TBD: FILLIN#4#insert dollar amount] per month.
- (b) If, as a result of contract award, services commence on a date other than the first of the month, the amount due for the first month's services shall be determined by dividing the fixed-price monthly rate by 30 and multiplying that figure by the number of days remaining in the month.
- (c) See Section I clause entitled "Prompt Payment" for details concerning payment dates.
- (d) The fixed price per month set forth in paragraph (a) shall include all costs and any related profit for providing all services as specified in the Statement of Work including, but not necessarily limited to wages, labor overhead, general and administrative expenses, other direct costs related to performance, and profit.

EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs) for this contract are as follows:

Contracting Officer's Representative (COR):	Alternate COR:
TBD	TBD
Address Line 1	Address Line 1
Address Line 2	Address Line 2
Address Line 3	Address Line 3
Phone:	Phone:
Email:	Email:

Contracting Officials responsible for administering this contract are as follows:

Contracting Officer:	Contract Specialist:
TBD	TBD
Address Line 1	Address Line 1
Address Line 2	Address Line 2
Address Line 3	Address Line 3
Phone:	Phone:
Email:	Email:

EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION (LOCAL CLAUSE)

Contracting officers shall include the subject clause in contracts which use the FedConnect web portal to administer the contract. EPA will utilize the FedConnect web portal in administering this contract. The contractor must be registered in FedConnect and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net.

EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES (LOCAL CLAUSE)

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

- January 1 - New Year's Day
- January - Third Monday - Martin Luther King Day
- February - Third Monday - Washington's Birthday
- May - Last Monday - Memorial Day
- July 4 - Independence Day
- September - First Monday - Labor Day
- October - Second Monday - Columbus Day
- November 11 - Veterans Day
- November - Fourth Thursday - Thanksgiving Day
- December 25 - Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

(i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);

(ii) Inclement weather;

(iii) Failure of Congress to appropriate operational funds;

(iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or

(v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month.

(In this example, the 21-days-per-month figure was calculated as follows:

365 calendar days/year – 10 Federal holidays – 104 Saturdays/Sundays = 251 days/12 months = 20.92 days/month, rounded up to 21 days/month)

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.

ATTACHMENT 3
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.0 INTRODUCTION

This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in the performance work statement (PWS) entitled Document and Data Management Support (DDMS) for Office of Chemical Safety and Pollution Prevention (OCSPP). This plan sets forth the procedures and guidelines the Environmental Protection Agency (EPA) will use in ensuring the required quality standards and quality levels are achieved by the contractor.

1.1 Purpose

The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the quality standards and quality levels identified in the PWS and the contractor's commercial quality control practices.

This QASP defines the roles and responsibilities of all members of the integrated project team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

1.2 Performance Management Approach

This QASP will define the performance management approach taken by EPA to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results" focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

1.3 Performance Management Strategy

The contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor's own quality control (QC) program (QCP). QC is work

output, not workers, and therefore, includes all work performed under this task order regardless of whether the work is performed by prime employees, by subcontractors or team lead or members if the task order includes a Contractor Team Arrangement (CTA). The contractor's QCP sets forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

The government representative(s) will monitor performance to determine how the contractor is performing against communicated performance objectives. The government will make determinations regarding incentives based on performance measurement metric data and notify the contractor of those decisions.

1.4 QASP Modifications and Changes

The Government preserves the unilateral right and discretion to modify/change the QASP and any such modifications/changes will be incorporated into the task order.

2.0 ROLES AND RESPONSIBILITIES

2.1 The Contracting Officer

The contracting officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the CO or a contracting officer's representative (COR) and when applicable, the contractor. The CO will designate one primary COR as the government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the CO.

2.2 The Contracting Officer's Representative

The contracting officer's technical representative (COR) is designated in writing by the CO to act as his or her authorized representative to assist in administering the task order. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall not be acted on and immediately referred to the CO for action. The COR will use and have the responsibility for completing its assessments in the online Contractor Performance Assessment Reporting System (CPARS) to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

3.0 IDENTIFICATION OF REQUIRED QUALITY STANDARDS/QUALITY LEVELS

The required quality standards and quality levels are included in the PWS. The quality standards will be tied to the Award Term determination and Contractor Performance Assessment Reporting System (CPARS) evaluations. If the Contractor meets the acceptable quality levels (AQLs) as defined in the Award Term Incentive Plan, it is eligible to receive the Award Term Incentive. Failure to meet the AQLs as defined in the Award Term Incentive Plan will make the Contractor ineligible to receive the Award Term.

4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 Surveillance Techniques

To minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate contractor performance when appropriate. The primary methods of surveillance are:

- Random Samples/Inspection
- Random Customer Feedback

Customer feedback may include feedback such as that from information systems users and the COR's written feedback as well the EPA Review and Oversight. At any time, the CO and/or the COR can conduct any combination of these surveillance methods.

5.0 PLACE OF SURVEILLANCE

The Government reserves the right to perform quality assurance at the task order place of performance.

6.0 QUALITY ASSURANCE DOCUMENTATION

6.1 Monitoring Collection Method

The government's QA surveillance, accomplished by the COR and/or CO, will be reported using the standard procedures for inputting the performance data into CPARS. This process, when completed, will document the government's assessment of the contractor's performance under the contract to ensure that the required results from the quality standards and AQLs are being achieved.

The COR and CO will retain a copy of all completed and final CPARS records in the official task order file.

7.0 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

7.1 Determining Performance

The Government will use the monitoring methods cited and Appendix 1: Performance Requirements Summary to determine whether the quality standards and AQLs have been met. Failure to meet the AQLs as defined in the Award Term Incentive Plan will make the Contractor ineligible to receive the Award Term. Likewise, if the Contractor meets or exceeds the AQLs as defined in the Award Term Incentive Plan, the Award Term Incentive may be granted, in accordance with the EPAAR 1552.216-77 Award Term Incentive clause.

7.2 Reporting

The COR will summarize in writing the overall results of the quality assurance surveillance of the Contractor's performance for the task order. These results will be considered during the Contractor's annual performance appraisal and Award Term evaluation. The final results of the Contractor's annual performance will be inputted into CPARS in accordance with system requirements and using the definitions for each rating (i.e. Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory) contained in *Attachment 9 Conversion of the Federal Acquisition Regulation (FAR) Subpart 42.1503 Table 42-1—Evaluation Rating Definitions to Numerical Ratings*. The compilation of evaluation results from the CORs and CO as completed in CPARS will enable the Government to demonstrate whether the Contractor is meeting the stated quality standards and AQLs and will enable the CO to make his or her Award Term Incentive Determination.

7.3 Reviews

The Contracting Officer may hold meetings with the COR, Contractor Representative, and other government or contract representatives, as deemed necessary, to discuss Contractor performance. However, if the need arises, the Contractor may request to meet with the CO and/or COR.

8.0 DEFINITIONS

8.1 Award Term or Award Term Incentive

For this task order, "award term" means one (1) additional year of performance. The term "award term" is also synonymous with "award term period", "award term incentive", and "award term incentive period" and all terms can be used interchangeably.

8.2 Evaluation Areas

Are the areas in CPARS which include Quality, Schedule, Cost Control, Management, Small Business Subcontracting, Regulatory Compliance, and Other Areas. However, for this task order, the following three (3) evaluation areas are not applicable: Cost Control, Small Business Subcontracting, and Other Areas

9.0 ATTACHMENTS

9.1 Appendix 1: Performance Requirements Summary

9.2 Attachment 9 Conversion of the Federal Acquisition Regulation (FAR) Subpart 42.1503
Table 42-1—Evaluation Rating Definitions to Numerical Ratings.

[NEXT PAGE]

APPENDIX 1: PERFORMANCE REQUIREMENTS SUMMARY

Task/Subtask Activity	Deliverables/Work Products	Surveillance Method	Acceptable Quality Levels (AQL)	Incentive and Disincentive
2.A.	<p>Appropriate information Extracted from Pesticide Applications and Regulatory Decision Documents and Posted to the Appropriate Automated Information Systems</p> <p>For this QASP, the term “appropriate” will vary based on the task/subtask requirements specified in the PWS. For example, for Subtask 2.A.3 “appropriate” will mean entering the registration number, date of application, date of label approval, etc. Apply this definition of the term “appropriate” throughout the QASP for each applicable Task/Subtask Activity that uses the term “appropriate”.</p>	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month and 100% accuracy for all error corrections	<p>INCENTIVES:</p> <p>If ≥ 4.60, as calculated under the EPAAR 1552.216-78 Award Term Incentive Plan (Feb 2008) Alternate 1 (Feb 2008) clause, then the Contractor is eligible for the Award Term Incentive Period then the Contractor is eligible for the Award Term Incentive Period</p> <p>DISINCENTIVES:</p> <p>If < 4.60, as calculated under the EPAAR 1552.216-78 Award Term Incentive Plan (Feb 2008) Alternate 1 (Feb 2008) clause, then the Contractor is ineligible for the Award Term Incentive Period</p> <p>Failure to meet fourteen (14) or more AQLs (regardless of whether or not the option contract line item number(s)—CLIN(s) are exercised or are not exercised), the Contractor will receive no higher than a three (3) numerical rating (Satisfactory rating) in the Contractor Performance Assessment Reporting System (CPARS) for <u>each</u> of the following evaluation areas:</p> <ul style="list-style-type: none"> • Quality • Schedule • Management
2.B.	Appropriate Information Extracted from Pesticide 24(c) Applications and Regulatory Decision Documents and Posted to the Appropriate Automated Information Systems	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month of all data posted and 100% accuracy for all error corrections.	
2.C.	Appropriate information extracted from EPA regulatory files, EUP applications and other source documents and posted to appropriate automated information systems.	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month and 100% accuracy on error corrections.	

2.D.	Capture information about Supplemental Distributor Registrations	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month and 100% accuracy on error corrections.	<ul style="list-style-type: none"> Regulatory Compliance <p>INCENTIVES:</p> <p>If ≥ 4.60, as calculated under the EPAAR 1552.216-78 Award Term Incentive Plan (Feb 2008) Alternate 1 (Feb 2008) clause, then the Contractor is eligible for the Award Term Incentive Period then the Contractor is eligible for the Award Term Incentive Period</p> <p>DISINCENTIVES:</p> <p>If < 4.60, as calculated under the EPAAR 1552.216-78 Award Term Incentive Plan (Feb 2008) Alternate 1 (Feb 2008) clause, then the Contractor is ineligible for the Award Term Incentive Period</p>
2.E.	Appropriate information extracted from EPA regulatory files and other source documents and posted to appropriate automated information systems.	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month of all data entry and 100% accuracy on all error corrections.	
2.F.	Review and Update Labels in the Pesticide Product Label System (PPLS)	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month of all data entry.	
2.G.	Capture information about Pesticide Tolerance	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month and 100% accuracy on all error corrections.	
2.H.	Support of Data Entry Integrity and Pesticide Product File Cleanup Projects	From information systems users and the COR's written feedback.	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month of all data posted for administrative special projects and 100% accuracy for all error corrections.	

2.H.	Maintaining quality of information in OPP information systems through special data testing, work priority shifting and data cleanup projects.	From information systems users and the COR's written feedback.	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month of all data posted and 100% accuracy for all error corrections.	<p>Failure to meet fourteen (14) or more AQLs (regardless of whether or not the option contract line item number(s)—CLIN(s) are exercised or are not exercised), the Contractor will receive no higher than a three (3) numerical rating (Satisfactory rating) in the Contractor Performance Assessment Reporting System (CPARS) for <u>each</u> of the following evaluation areas:</p> <ul style="list-style-type: none"> • Quality • Schedule • Management • Regulatory Compliance <p>INCENTIVES:</p> <p>If ≥ 4.60, as calculated under the EPAAR 1552.216-78 Award Term Incentive Plan (Feb 2008) Alternate 1 (Feb 2008) clause, then the Contractor is eligible for the Award Term Incentive Period then the Contractor is eligible for the Award Term Incentive Period</p> <p>DISINCENTIVES:</p>
2.I.	Capture information about pesticide incident reports	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month and 100% accuracy on all data error corrections.	
2.J.	Capture Site and Pest Code Vocabulary Data	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of 100% accuracy of all data entry and 100% accuracy for all error corrections.	
2.K.	Perform Document Completeness Screening (“21-day” screen) In Accordance With the Pesticide Registration Improvement Renewal Act (PRIA 2)	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month of all data posted and 100% accuracy for all error corrections.	
2.L.	[OPTION CLINS] Operate the Document Processing Desk (DPD)	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month in identifying and routing all incoming mail or actions (or electronic equivalent), and maintenance of 100% accuracy for data corrections.	

2.M.	[OPTION CLINS] Operate the Front-End Processing Unit (FEPU)	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month and 100% accuracy on all data error corrections.	<p>If < 4.60, as calculated under the EPAAR 1552.216-78 Award Term Incentive Plan (Feb 2008) Alternate 1 (Feb 2008) clause, then the Contractor is ineligible for the Award Term Incentive Period</p> <p>Failure to meet fourteen (14) or more AQLs (regardless of whether or not the option contract line item number(s)—CLIN(s) are exercised or are not exercised), the Contractor will receive no higher than a three (3) numerical rating (Satisfactory rating) in the Contractor Performance Assessment Reporting System (CPARS) for <u>each</u> of the following evaluation areas:</p> <ul style="list-style-type: none"> • Quality • Schedule • Management • Regulatory Compliance <p>INCENTIVES:</p> <p>If ≥ 4.60, as calculated under the EPAAR 1552.216-78 Award Term Incentive Plan</p>
2.N.	[OPTION CLINS] Operate the Registration Jacket File Room (JFR)	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month and 100% accuracy on all data error corrections.	
3.A.	Archiving Technical Documents	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard for the accuracy of new document submissions of no more than three (3) missed notification error submittals to the COR per month for all failed formatting standards.	
3.B.	Pesticide Studies - Initial Document Screening	Random sample of accepted studies and Customer Feedback	Studies reviewed for compliance with controlling regulations (i.e. PR Notice 86-5 etc) while maintaining a quality standard of data input accuracy of no more than three (3) errors per month and 100% review of all rejected studies. Maintenance of 100% accuracy on all data error corrections.	
3.C.	Maintain Study Index	Random Samples/Inspections and/or Random Customer Feedback	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month and 100% accuracy for all corrections.	

3.D.	Support of Data Entry Integrity and Pesticide Studies Cleanup Projects	Feedback from system users and COR.	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month for all data error corrections.	<p>(Feb 2008) Alternate 1 (Feb 2008) clause, then the Contractor is eligible for the Award Term Incentive Period then the Contractor is eligible for the Award Term Incentive Period</p> <p>DISINCENTIVES:</p> <p>If < 4.60, as calculated under the EPAAR 1552.216-78 Award Term Incentive Plan (Feb 2008) Alternate 1 (Feb 2008) clause, then the Contractor is ineligible for the Award Term Incentive Period</p> <p>Failure to meet fourteen (14) or more AQLs (regardless of whether or not the option contract line item number(s)—CLIN(s) are exercised or are not exercised), the Contractor will receive no higher than a three (3) numerical rating (Satisfactory rating) in the Contractor Performance Assessment Reporting System (CPARS) for <u>each</u> of the following evaluation areas:</p> <ul style="list-style-type: none"> • Quality • Schedule • Management
3.E.	Document Scanning and Shredding/Destruction	Feedback from system users and COR	Maintenance of quality standard. 100% accuracy on all scanned and shredded/destroyed documents. (no illegible or missing pages in a document scanned by the Contractor)	
3.F.	Help Desk and Data Management for Pesticide Maintenance Fee Billing and Application Cycle.	Feedback from system users and the COR's written feedback.	Maintenance of quality standard. 100% compliance on answering any questions associated with maintenance fee(s).	
3.G.	[OPTION CLINS] Support of Endocrine Disruptor Screening Program (EDSP)	Feedback from system users and COR.	Maintenance of a quality standard of data input accuracy of no more than three (3) errors per month and of 100% accuracy on all data entry error corrections.	

4.A.	Maintaining and Updating the Label Information System	EPA Review and Oversight	<p>Maintenance of a quality standard of data input accuracy of no more than an average of three (3) errors per label per deliverable and 100% accuracy for error corrections.</p> <p>Maintenance of a quality standard of data input accuracy of no more than an average of three (3) errors per label per deliverable of completed product label deliverables as defined by EPA's schedule.</p> <p>Update LUIS records within 14 business days after receiving the list of deliverables from EPA.</p> <p>Error correction must be completed within seven (7) business days of notification by the COR.</p>	<ul style="list-style-type: none"> Regulatory Compliance <p>INCENTIVES:</p> <p>If ≥ 4.60, as calculated under the EPAAR 1552.216-78 Award Term Incentive Plan (Feb 2008) Alternate 1 (Feb 2008) clause, then the Contractor is eligible for the Award Term Incentive Period then the Contractor is eligible for the Award Term Incentive Period</p> <p>DISINCENTIVES:</p> <p>If < 4.60, as calculated under the EPAAR 1552.216-78 Award Term Incentive Plan (Feb 2008) Alternate 1 (Feb 2008) clause, then the Contractor is ineligible for the Award Term Incentive Period</p> <p>Failure to meet fourteen (14) or more AQLs (regardless of whether or not the option contract line item number(s)—CLIN(s) are exercised or are not exercised), the Contractor will receive no higher than a three (3) numerical rating (Satisfactory rating) in the Contractor Performance Assessment Reporting System (CPARS) for <u>each</u> of the following evaluation areas:</p> <ul style="list-style-type: none"> Quality Schedule Management Regulatory Compliance
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				<p>INCENTIVES:</p> <p>If ≥ 4.60, as calculated under the EPAAR 1552.216-78 Award Term Incentive Plan (Feb 2008) Alternate 1 (Feb 2008) clause, then the Contractor is eligible for the Award Term Incentive Period then the Contractor is eligible for the Award Term Incentive Period</p> <p>DISINCENTIVES:</p> <p>If < 4.60, as calculated under the EPAAR 1552.216-78 Award Term Incentive Plan (Feb 2008) Alternate 1 (Feb 2008) clause, then the Contractor is ineligible for the Award Term Incentive Period</p> <p>Failure to meet fourteen (14) or more AQLs (regardless of whether or not the option contract line item number(s)—CLIN(s) are exercised or are not exercised), the Contractor will receive no higher than a three (3) numerical rating (Satisfactory rating) in the Contractor Performance Assessment Reporting System (CPARS) for <u>each</u> of the following evaluation areas:</p> <ul style="list-style-type: none"> • Quality • Schedule • Management • Regulatory Compliance
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ATTACHEMNT 4
GSA LABOR CATEGORY DESCRIPTIONS/DEFINITIONS

TBD

ATTACHMENT 5

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the

total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be

identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice.

The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) Contractor's Name and Address - show the name of the contract or exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.

(2) Contract Number - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

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ATTACHMENT 6
HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD) 12:
AGENCY PERSONAL VERIFICATION PROCEDURES

**Homeland Security Presidential Directive 12 (HSPD 12):
Document and Data Management Support (DDMS)**

Agency Personal Verification Procedures for Contractor Personnel October 2006

Background: HSPD-12, signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA's master plan for implementing HSPD-12.

a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)

Contractor Employees Requiring Access to EPA facilities or EPA Information Systems for at Least 24 Hours a Week for at Least 6 Months: All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

To begin the PIV process, the contractor should submit to the Contracting Officer Representative (COR) within ten (10) business days of contract award or contract modification with this Attachment to Work Statement Agency Personal Verification Procedures for Contractor Personnel, the following information in electronic format via secure means using the HSPD-12 Contractor Template found at <http://epa.gov/oam/>. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- Contract number;
- Contract expiration date;
- Name, address, and phone number of the Contractor Program Manager point of contact;
- Name, date of birth, place of birth (city, state, country), and Social Security Number for all contractor employees identified above. (NOTE: This information must be protected at all times, including during transmission, according to the requirements of the Privacy Act of 1974; see <http://www.epa.gov/privacy/>);
- Employee Type, Position, Email address, Program Office, Work City and State,
- An indication of which contractor employees are foreign nationals;
- Name of each contractor employee claiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and submit the form electronically to PSB via the Office of Personnel Management's (OPM's) Electronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at <http://www.opm.gov/e-qip/reference.asp>. As part of the investigative and EPASS badging processes, contractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or Contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the OPM background investigation, the Office of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in person, as directed by the contract-level COR, contractor employees must provide two forms of original identity source documents from the lists on Form I-9, OMB No.1615-0047, Employment Eligibility Verification (available at <http://www.formi9.com/i-9.pdf>). At least one document shall be a valid State or Federal Government-issued picture identification.

Contractor Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months: These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

Foreign National Contractor Employees: To be eligible to work on-site at an EPA controlled facility or to access EPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa or a Non-Immigrant Work

Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

- In the Continuation Space on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for entry to the U.S;
- When presenting two identification source documents, as described above, provide at least one from List A on Form 1-9.

When determining a foreign national contractor employee's eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant vs. non-immigrant) and the reciprocity agreement between the U.S. and the individual's country of origin. These considerations are in addition to the red flag issues listed below.

Screening of the SF 85P: Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Contractors will only be notified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

- Employment - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);
- Selective Service - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);
- Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P).

b) Returning Badges

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor on-site services are no longer required, or when an individual contractor employee leaves.

c) Subcontracts

These requirements must be incorporated into all subcontracts wherein employees work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

d) Appeals

Contractors have the right to appeal, in writing to the COR, a determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency
Personnel Security Branch (Mail Code 3206M)
1200 Pennsylvania Avenue, NW
Washington, DC 20460

PSB's decision on behalf of the Agency will be final and not subject to further appeal.

e) **Definitions**

- EPA Information System means an information system [44 U.S.C. 3502(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.
- EPA Controlled Facilities means:
 - EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;
 - EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;
 - Government-owned contractor-operated facilities, including laboratories;
 - The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department or agency.
- Foreign National means an individual who is not a United States citizen.

ATTACHMENT 7
PESTICIDE PRODUCT INFORMATION SYSTEM (PPIS)
PROCEDURE MANUAL

ATTACHMENT 8
FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
(FIFRA) INFORMATION SECURITY MANUAL

ATTACHMENT 9
CONVERSION OF THE FEDERAL ACQUISITION REGULATION (FAR)
SUBPART 42.1503 TABLE 42-1—EVALUATION RATING DEFINITIONS
TO NUMERICAL RATINGS

CONVERSION OF THE FEDERAL ACQUISITION REGULATION (FAR) SUBPART 42.1503 TABLE 42-1—EVALUATION RATING DEFINITIONS TO NUMERICAL RATINGS

FAR Subpart 42.1503 Table 42-1—Evaluation Rating Definitions			Numerical Rating Equivalent
Rating	Definition	Note	
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.	5
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.	4
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.	3
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or	2

		environmental deficiency report or letter).	
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).	1
<p>NOTE 1: Plus or minus signs will <u>not</u> be used to indicate an improving (+) or worsening (-) trend insufficient to change the evaluation status.</p> <p>NOTE 2: Not applicable (N/A) will be used if the ratings are not going to be applied to a particular area for evaluation. The Cost Control, Small Business Subcontracting, and Other Areas evaluation areas in CPARS are not applicable to this task order or the award term incentive determination.</p>			

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ATTACHMENT 10
Quality Management Plan (QMP)

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ATTACHMENT 11
CONTRACTOR TEAM AGREEMENT (CTA) (IF APPLICABLE)

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ATTACHMENT 12
DEPARTMENT OF LABOR (DOL) WAGE DETERMINATION (WD)
(IF APPLICABLE)

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